

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

GULFPORT ENERGY CORPORATION, et al.,¹

Debtors.

)

) Chapter 11

)

) Case No. 20-35562 (DRJ)

)

) (Jointly Administered)

)

**APPLICATION OF DEBTORS
GULFPORT APPALACHIA, LLC,
GULFPORT MIDCON, LLC, GRIZZLY
HOLDINGS, INC., JAGUAR RESOURCES
LLC, GATOR MARINE, INC., GATOR MARINE
IVANHOE, INC., WESTHAWK MINERALS LLC, PUMA
RESOURCES, INC., GULFPORT MIDSTREAM HOLDINGS, LLC,
AND MULE SKY LLC, FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KATTEN MUCHIN ROSENMAN
LLP AS SPECIAL COUNSEL PURSUANT TO SECTIONS 327(e), 328(a), AND
1107(b) OF THE BANKRUPTCY CODE EFFECTIVE AS OF NOVEMBER 13, 2020**

This Application seeks an order that may adversely affect you. If you oppose the Application, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the Application should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the Application and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the Court may consider evidence at the hearing and may decide the Application at the hearing.

Represented parties should act through their attorney.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Gulfport Energy Corporation (1290); Gator Marine, Inc. (1710); Gator Marine Ivanhoe, Inc. (4897); Grizzly Holdings, Inc. (9108); Gulfport Appalachia, LLC (N/A); Gulfport MidCon, LLC (N/A); Gulfport Midstream Holdings, LLC (N/A); Jaguar Resources LLC (N/A); Mule Sky LLC (6808); Puma Resources, Inc. (6507); and Westhawk Minerals LLC (N/A). The location of the Debtors' service address is: 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134.

Gulfport Appalachia, LLC, Gulfport MidCon, LLC, Grizzly Holdings, Inc., Jaguar Resources LLC, Gator Marine, Inc., Gator Marine Ivanhoe, Inc., Westhawk Minerals LLC, Puma Resources, Inc., Gulfport Midstream Holdings, LLC, and Mule Sky LLC (collectively, the “Subsidiaries” and each, a “Subsidiary”), ten of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), respectfully state as follows in support of this application (this “Application”).

Relief Requested

1. The Subsidiaries seek entry of an order, substantially in the form attached hereto (the “Order”), approving the employment and retention of Katten Muchin Rosenman LLP (“Katten”) as counsel to render independent legal services on behalf of and at the sole direction of Stefan M. Selig and Andrew C. Kidd (each a “Disinterested Director”), comprising the Special Committee of the boards of directors or managers, as applicable (the “Boards”), of each of the Subsidiaries (the “Subsidiary Special Committee”), effective as of November 13, 2020 (the “Petition Date”), in accordance with the terms and conditions of the engagement letter dated as of September 18, 2020 (the “Engagement Letter”), annexed as **Exhibit A** to the Order, and granting related relief.

2. In support of this Application, the Subsidiaries rely upon and incorporate by reference the declaration of Steven J. Reisman, a partner of Katten (the “Reisman Declaration”), attached hereto as **Exhibit B** to the Order, and the declaration of Andrew C. Kidd, a Disinterested Director and member of the Subsidiary Special Committee, attached hereto as **Exhibit C** to the Order (the “Kidd Declaration”).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core

proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(e), 328(a), and 1107(b) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

6. On the Petition Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 14, 2020, the Court entered an order [Docket No. 4] authorizing procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On November 27, 2020, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 248] (the “Committee”).

7. A description of the Debtors and their business and the Debtors’ chapter 11 cases is set forth in greater detail in the *Declaration of Quentin R. Hicks, Executive Vice President and Chief Financial Officer of Gulfport Energy Corporation, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 40] (the “First Day Declaration”), filed on November 15, 2020 and incorporated herein by reference.

Katten's Qualifications

8. The Subsidiaries seek to retain Katten, on behalf of and at the sole direction of the Subsidiary Special Committee, because of Katten's experience in, among other areas, financial restructuring, litigation, corporate governance, corporate finance, and independent investigations in the context of chapter 11 cases. Since its engagement on September 18, 2020, Katten has been assisting the Subsidiary Special Committee in conducting the Independent Investigation (as defined below) and has already completed a substantial amount of work in connection with the Independent Investigation. Katten has become familiar with the Debtors and various aspects of their financial affairs and reorganization. As such, the Subsidiaries believe that Katten is well qualified to continue to represent the Subsidiary Special Committee in an efficient and timely manner in connection with the Independent Investigation.

9. Katten lawyers have significant experience representing and advising the spectrum of constituents in chapter 11 cases, including debtors, committees, secured and unsecured creditors, independent or disinterested directors, special committees, shareholders, and others, as well as providing advice with respect to fiduciary duties in connection with chapter 11 cases.

10. Katten has been actively involved in and has represented debtors in many major chapter 11 cases, including, among others, *In re CraftWorks Parent, LLC et al.*, No. 20-10475 (BLS) (Bankr. D. Del. Apr. 11, 2020), *In re Sizmek, Inc.*, No. 19-10971 (SMB) (Bankr. S.D.N.Y. Apr. 23, 2019), *In re J&M Stores, Inc.*, No. 18-11901 (LSS) (Bankr. D. Del. Aug. 27, 2018), and *In re Vitamin World, Inc.*, No 17-11933 (KJC) (Bankr. D. Del. Oct. 18, 2017). In addition, Katten has represented disinterested directors before this Court, *see In re Neiman Marcus Group LTD LLC*, No. 20-32519 (DRJ) (Bankr. S.D. Tex. July 8, 2020), *In re J.C. Penney Company, Inc.*, No. 20-20182 (DRJ) (S.D. Tex. July 2, 2020), and *In re Sheridan Holding Company I, LLC, et al.* No. 20-31884 (DRJ) (Bankr. S.D. Tex. Apr. 24, 2020), and in numerous other chapter 11 cases,

including, among others: *In re Mallinckrodt PLC*, No. 20-12522 (JTD) (Bankr. D. Del., Nov. 19, 2020); *In re Le Tote, Inc.*, No. 20-33332 (KLP) (Bankr. E.D. Va., Sept. 21, 2020); *In re Sable Permian Resources, LLC*, No. 20-33193 (MI) (Bankr. S.D. Tex. August 25, 2020); *In re Intelsat S.A.*, No. 20-32299 (KLP) (Bankr. E.D. Va. July 1, 2020); *In re Anna Holdings, Inc.*, No. 19-12551 (Bankr. D. Del. Jan. 7, 2020); *In re PES Holdings, LLC*, No. 18-10122 (KG) (Bankr. D. Del. May 14, 2018); and *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. May 24, 2018).

11. Moreover, the attorneys at Katten have broad experience acting as conflicts counsel to debtors in large chapter 11 cases, including in *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. Apr. 22, 2019) and *In re Barneys New York, Inc.*, No. 19-36300 (CGM) (Bankr. S.D.N.Y. Sept. 19, 2019). While at a prior firm, certain of the attorneys at Katten working on this engagement have represented debtors as conflicts counsel in many additional cases, including, among others, *In re Fairway Grp. Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016); *In re Breitburn Energy Partners LP*, No. 16-11390 (SMB) (Bankr. S.D.N.Y. June 15, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. May 16, 2014); *In re American Roads LLC*, No. 13-12412 (BRL) (Bankr. S.D.N.Y. Aug. 21, 2013); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. July 16, 2012); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); *In re Gen. Mar. Corp.*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Dec. 12, 2011); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. May 3, 2011); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010); *In re CIT Grp., Inc.*, No. 09-16565 (ALG) (Bankr. S.D.N.Y. Nov. 24, 2009); *In re Readers’ Digest Ass’n, Inc.*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); *In re Star Tribune Holdings Corp.*, No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 9, 2009); and *In re Lehman Brothers Holdings Inc.*, No. 08-13555 (JMP) (Bankr. S.D.N.Y. Nov. 21, 2008).

12. The Subsidiaries believe Katten is well qualified and uniquely able to serve the needs of the Subsidiary Special Committee in these chapter 11 cases.

Services to Be Provided

13. In connection with the Debtors' restructuring efforts, on September 15, 2020, the governing body of each Subsidiary, pursuant to a *Written Consent of the Sole Stockholder*, executed for each Subsidiary (the "Resolutions"), established the Subsidiary Special Committee and appointed the Disinterested Directors to be the sole members thereof. The Disinterested Directors retained Katten, as of September 18, 2020, to render independent legal services at their sole direction.

14. The Subsidiary Special Committee and its professionals: (a) have commenced an independent investigation (which remains ongoing as of the Petition Date) into whether any potential claims or causes of action exist with respect to any intercompany transaction in which one or more conflicts exist or may exist between Gulfport Energy Corporation ("Gulfport") and its Subsidiaries; (b) may also conduct inquiries or investigations relating to whether any matter arising in or related to the chapter 11 cases constitutes a Conflict Matter, as defined in the Resolutions (the "Conflict Matters"); and (c) may take any and all actions necessary with respect to such matters as deemed appropriate by the Subsidiary Special Committee (collectively, (a)-(c) shall be referred to as the "Independent Investigation").

15. Before the Petition Date, Katten provided various legal services relating to the Independent Investigation, including, without limitation: (a) reviewing and analyzing historical transactions and documents relating thereto; (b) analyzing potential claims held by the Debtors; (c) conducting certain management interviews; and (d) advising the Subsidiary Special Committee on matters related to the Independent Investigation. Katten's work in connection with the

Independent Investigation remains open and will continue during the pendency of these chapter 11 cases.

16. The Subsidiaries have determined that the retention of independent counsel to the Subsidiary Special Committee is necessary to the Disinterested Directors fulfilling their fiduciary duties in these chapter 11 cases and that the employment of Katten would be in the best interest of the Subsidiaries' estates.

17. Pursuant to a separate retention application filed with this Court, the Debtors have sought to retain Kirkland & Ellis LLP ("K&E") as general bankruptcy counsel to the Debtors. The services rendered and functions performed by Katten will not be duplicative of work performed by K&E or any other law firm retained by the Subsidiaries and instead will instead be limited to services rendered at the sole direction of the Subsidiary Special Committee.

Professional Compensation

18. Subject to the Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Bankruptcy Local Rules, and other procedures that may be fixed by the Court, the Subsidiaries, at the sole direction of the Subsidiary Special Committee, request that Katten be compensated on an hourly basis and that Katten receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Subsidiary Special Committee in these chapter 11 cases. Katten intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. In accordance with the terms of the Engagement Letter, the Subsidiaries have agreed

to compensate Katten for the work performed on behalf of and at the sole direction of the Subsidiary Special Committee.

19. The hourly rates and corresponding rate structure Katten will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Katten uses in other restructuring matters as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

20. Katten operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

21. From the Petition Date through December 31, 2020, Katten will charge the hourly rates set forth in the table below for services to represent the Subsidiary Special Committee in these chapter 11 cases:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$770 - \$1,555
Of Counsel	\$895 - \$1,475
Associates	\$460 - \$970
Paraprofessionals	\$195 - \$580

22. Katten's billing rates are adjusted periodically to reflect economic and other conditions. Effective as of January 1, 2021, Katten's hourly billing rates for U.S. offices will increase, and Katten will charge the hourly rates set forth in the table below for services to represent the Subsidiary Special Committee in these chapter 11 cases:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$880 - \$1,685
Of Counsel	\$940 - \$1,550
Associates	\$500 - \$930
Paraprofessionals	\$225 - \$620

23. Katten's hourly rates are set at a level designed to compensate Katten fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses.² Hourly rates vary with the experience and seniority of the individuals assigned. Katten will provide reasonable notice to the Subsidiaries, counsel to the Committee, and the U.S. Trustee in connection with any subsequent increase of Katten's hourly billing rates.³

24. Moreover, these hourly rates are consistent with the rates that Katten charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

25. The rate structure provided by Katten is appropriate and not significantly different from (a) the rates that Katten charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Katten will perform in these chapter 11 cases.

26. It is Katten's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Katten's policy to charge its clients only the amount actually incurred by Katten in connection with such items. Examples of such

² Although Katten does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Katten will not charge a markup to the Subsidiaries with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Subsidiaries in connection with work performed by Katten will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code. While the rate ranges provided for in this Application may change if an individual leaves or joins Katten, and if any such individual's billing rate falls outside the ranges disclosed above, Katten does not intend to update the ranges for such circumstances.

³ Like many of its peer law firms, Katten typically increases the hourly billing rate of attorneys and paraprofessionals in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013). Katten's hourly rates will increase on January 1, 2021. As set forth in the Order, Katten will provide ten business-days' notice to the Debtors, the U.S. Trustee, and counsel to the Committee before implementing any subsequent periodic increases and shall file any such notice with the Court.

expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

27. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time Katten utilizes the services of overtime secretaries. Katten charges fees for these services pursuant to the Engagement Letter, which permits Katten to bill the Subsidiaries for overtime secretarial charges that arise out of business necessity. In addition, Katten professionals also may charge their overtime meals and overtime transportation to the Subsidiaries consistent with prepetition practices.

28. Katten currently charges its clients \$0.10 per page for standard black and white duplication and \$0.25 per page for color duplication. Katten does not charge its clients for incoming facsimile transmissions. Computer-assisted legal research is used whenever the researcher determines that it is more cost effective than using traditional (non-computer assisted legal research) techniques.

29. Per the terms of the Engagement Letter, on October 8, 2020, the Subsidiaries paid \$250,000 to Katten, which, as stated in the Engagement Letter, constituted a fee deposit. Katten has applied these amounts to time spent and expenses incurred before the Petition Date. Further, on October 13 and 23, 2020 and November 9, 2020, Katten submitted invoices to the Subsidiaries for time spent and expenses incurred between September 18 and November 8, 2020, and estimated fees from November 9 through November 13, 2020. In the aggregate, prior to the Petition Date, Katten received \$947,569 from the Subsidiaries. After those amounts were applied, Katten held, and continues to hold, surplus funds in the amount of \$109,077 (the “Retainer”). Katten has not applied the Retainer to any fees and expenses incurred. The Retainer will be held on account and applied, to the extent allowed by the Court, to the payment of fees for services rendered and the reimbursement of expenses incurred by Katten in the course of the chapter 11 cases.

30. Pursuant to Bankruptcy Rule 2016(b), Katten has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and other attorneys associated with Katten, or (b) any compensation another person or party has received or may receive.

No Adverse Interest

31. The Reisman Declaration sets forth, pursuant to Bankruptcy Rule 2014(a), Katten's connections with the Debtors in these chapter 11 cases, their creditors, and other known parties in interest.

32. To the best of the Subsidiaries' and the Subsidiary Special Committee's knowledge, except as described in the Reisman Declaration, the partners, counsel, and associates of Katten (a) do not have any connection with any of the Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants; (b) do not have any connections with the U.S. Trustee and key staff members of the U.S. Trustee's office; (c) do not have any connections with the United States Bankruptcy Judges for the Southern District of Texas; and (d) do not hold or represent any interest adverse to the estate with respect to matters on which Katten is to be retained by the Subsidiaries on behalf of and at the sole direction of the Subsidiary Special Committee.

33. Katten will review its files periodically during the pendency of the chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Katten will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

No Duplication of Services

34. The Subsidiaries believe that the services provided by Katten will not duplicate the services other professionals will be providing to the Debtors in these chapter 11 cases. The Subsidiaries will coordinate with Katten and the Debtors' other professionals to minimize unnecessary duplication of efforts among the Debtors' professionals. In particular, Katten will neither act as the Debtors' general bankruptcy counsel in these chapter 11 cases, nor as general bankruptcy counsel to the Subsidiaries.

Basis for Relief

35. Section 327(e) of the Bankruptcy Code provides:

[T]he trustee, with the court's approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

36. Retention pursuant to section 327(e) of the Bankruptcy Code is appropriate given the specific scope of the proposed retention and Katten's prepetition representation of the Subsidiary Special Committee.

37. Section 1107(b) of the Bankruptcy Code provides that a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

38. Under section 328(a) of the Bankruptcy Code, with the Court's approval, a debtor in possession may employ professional persons under section 327 of the Bankruptcy Code "on any reasonable terms and conditions of employment, including on retainer, on an hourly basis, on a fixed or percentage basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

39. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

FED. R. BANKR. P. 2014.

40. Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) (“[S]pecial counsel employed under [section] 327(e) need only avoid possessing a conflict of interest concerning the matter at hand.”).

41. Nevertheless, the phrase “does not represent or hold any interest adverse to the debtor or to the estate” requires a factual determination of “all relevant facts surrounding the debtors’ case, including, but not limited to, the nature of the debtor’s business, all foreseeable employment of special counsel, [and] the expense of replacement counsel. . .” *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005). In general, however, subject to the requirements of sections 327 and 1107, a debtor in possession is entitled to the counsel of its choosing. *In re Vouzianas*, 259 F.3d 103, 108 (2d Cir. 2001) (observing that “[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel”).

A. Katten’s Retention is Necessary and is in the Best Interests of the Subsidiaries’ Estates

42. The Subsidiaries believe that, in light of Katten’s significant expertise in the types of matters for which it has been retained and is proposed to continue to render services, as well as its substantive involvement in such matters prepetition on behalf of the Subsidiary Special Committee, it is in the best interests of the Subsidiaries’ estates to retain Katten as special counsel.

Indeed, if the Subsidiaries are required to retain different counsel to replace Katten with respect to the Independent Investigation, the Subsidiaries' will need to find, educate, and integrate new counsel in the Independent Investigation, and expend significant resources in doing so, rather than devoting their time and focus to their reorganization efforts. In this respect, retaining Katten will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and provide valuable assistance to the Debtors' efforts to reorganize.

B. Katten Neither Holds Nor Represents any Interest Adverse to the Debtors

43. Except as set forth below and in the Reisman Declaration, Katten, to the best of the Subsidiaries' and the Subsidiary Special Committee's knowledge, information, and belief, does not represent, and does not hold, any interest adverse to the Debtors or their estates, their creditors, or equity security holders, their respective attorneys and accountants, the U.S. Trustee, any person employed by the Office of the U.S. Trustee, or any other party in interest in these chapter 11 cases in the matters for which Katten is to be retained.

44. Moreover, the lawyers and staff expected to provide independent services to the Subsidiary Special Committee are not related to the U.S. Trustee assigned to these chapter 11 cases, any person employed in the Office of the U.S. Trustee, or the Bankruptcy Judge presiding over these chapter 11 cases.

45. Accordingly, the Subsidiaries submit that for all the reasons stated above and in the Reisman Declaration and the Kidd Declaration, the retention and employment of Katten as counsel to the Subsidiaries, on behalf of and at the sole direction of the Subsidiary Special Committee, is appropriate and warranted.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

46. To implement the foregoing successfully, the Subsidiaries request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a)

and that the Subsidiaries have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

47. Notice of the hearing on the relief requested in this Application will be provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. Without limiting the foregoing, due notice will be afforded, whether by facsimile, electronic mail, overnight courier or hand delivery, to parties in-interest, including: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Committee; (d) counsel to the Ad Hoc Group; (e) counsel to the DIP Agent; (f) the United States Attorney's Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; (k) the indenture trustee under the indentures for the Unsecured Notes; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

48. No prior request for the relief sought in this application has been made to this or any other court.

WHEREFORE, for the reasons set forth herein, in the Reisman Declaration, and in the Kidd Declaration, the Subsidiaries, on behalf of and at the sole direction of the Subsidiary Special Committee, request that the Court enter the Order granting the relief requested herein and grant such other relief as the Court deems appropriate under the circumstances.

Dated: December 11, 2020
Houston, Texas

/s/ Patrick K. Craine

Patrick K. Craine
Gulfport Energy Corporation
Executive Vice President – General
Counsel and Corporate Secretary

Certificate of Service

I certify that on December 11, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Steven J. Reisman

Steven J. Reisman

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
GULFPORT ENERGY CORPORATION, et al., ¹	)	Case No. 20-35562 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. ____

**ORDER
GRANTING
THE APPLICATION
OF DEBTORS GULFPORT
APPALACHIA LLC, GULFPORT
MIDCON, LLC, GRIZZLY HOLDINGS,
INC., JAGUAR RESOURCES LLC, GATOR
MARINE, INC., GATOR MARINE IVANHOE, INC.,
WESTHAWK MINERALS LLC, PUMA RESOURCES,
INC., GULFPORT MIDSTREAM HOLDINGS, LLC, AND
MULE SKY LLC, FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF KATTEN MUCHIN ROSENMAN
LLP AS SPECIAL COUNSEL PURSUANT TO SECTIONS 327(e), 328(a), AND
1107(b) OF THE BANKRUPTCY CODE EFFECTIVE AS OF NOVEMBER 13, 2020**

Upon the application (the “Application”)² of Gulfport Appalachia, LLC, Gulfport MidCon, LLC, Grizzly Holdings Inc., Jaguar Resources LLC, Gator Marine, Inc., Gator Marine Ivanhoe, Inc., Westhawk Minerals LLC, Puma Resources, Inc., Gulfport Midstream Holdings, LLC, and Mule Sky LLC (collectively, the “Subsidiaries” and each, a “Subsidiary”), ten of the above-

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Gulfport Energy Corporation (1290); Gator Marine, Inc. (1710); Gator Marine Ivanhoe, Inc. (4897); Grizzly Holdings, Inc. (9108); Gulfport Appalachia, LLC (N/A); Gulfport MidCon, LLC (N/A); Gulfport Midstream Holdings, LLC (N/A); Jaguar Resources LLC (N/A); Mule Sky LLC (6808); Puma Resources, Inc. (6507); and Westhawk Minerals LLC (N/A). The location of the Debtors’ service address is: 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134.

² Capitalized terms used in this Order but not immediately defined have the meanings given to such terms in the Application.

captioned debtors and debtors in possession (collectively, the “Debtors”) pursuant to 11 U.S.C. §§ 327(e), 328(a), and 1107(b); Bankruptcy Rules 2014 and 2016; and Bankruptcy Local Rules 2014-1 and 2016-1, for the entry of an order (this “Order”) authorizing the Subsidiaries to retain and employ Katten Muchin Rosenman LLP (“Katten”) at the sole direction of Stefan M. Selig and Andrew C. Kidd (each a “Disinterested Director”), as the Special Committee of the boards of directors or managers, as applicable (the “Boards”), of the Subsidiaries (the “Subsidiary Special Committee”); and the Court having reviewed the Application, the Reisman Declaration, and the Kidd Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application, in the Reisman Declaration, and in the Kidd Declaration that (a) Katten does not hold or represent an interest adverse to the Subsidiaries’ estates with respect to the matters for which Katten is retained by the Subsidiaries, (b) Katten has no connection with the Debtors, their affiliates, their creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, the United States Bankruptcy Judges in the District of Texas, or any other entity with an actual or potential interest in the chapter 11 cases or their respective attorneys or accountants, except as set forth in the Reisman Declaration, (c) Katten is not a creditor, equity security holder, or insider of the Debtors, and (d) none of Katten’s attorneys are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors; and the Court having found that the relief requested in the Application is in the best interests of the Subsidiaries’ estates, its creditors, and other parties in interest; and

the Court having found that the Subsidiaries provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to sections 327(e), 328(a), and 1107(b) of the Bankruptcy Code, the Subsidiaries are authorized to retain and employ Katten as independent counsel to the Subsidiary Special Committee, effective as of November 13, 2020, pursuant to the terms and conditions set forth in the Application and the Engagement Letter attached hereto as Exhibit A.

2. The terms of the Engagement Letter, including, without limitation, the fee and expense structure, are reasonable terms and conditions of employment and are approved in all respects, as modified in this Order.

3. Retention of Katten pursuant to section 327(e) of the Bankruptcy Code is appropriate given the specific scope of the proposed retention and Katten’s prepetition representation.

4. Katten shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. Katten also intends to make a reasonable effort to comply with the U.S. Trustee’s requests

for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Katten in these chapter 11 cases.

5. Katten shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Subsidiary Special Committee in one-tenth (.1) hour increments.

6. Katten is authorized without further order of the Court to apply amounts from the prepetition advance payment retainer to compensate and reimburse Katten for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of Katten's engagement by the Subsidiaries at the sole direction of the Subsidiary Special Committee, if the amount of any advance payment retainer held by Katten is in excess of the amount of Katten's outstanding and estimated fees, expenses, and costs, Katten will pay to the Subsidiaries the amount by which any advance payment retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letter.

7. Katten shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and counsel to the Committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. Katten shall not charge a markup to the Subsidiaries with respect to fees billed by contract attorneys who are hired by Katten to provide services to the Subsidiaries at the sole direction of the Subsidiary Special Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

9. Katten shall use its reasonable efforts to avoid any duplication of services provided by any of the Subsidiaries' other retained professionals in these chapter 11 cases.

10. Notwithstanding any provision to the contrary in the Engagement Letter, any dispute relating to the services provided by Katten shall be referred to arbitration consistent with the terms of the Engagement Letter only to the extent that this Court does not have, retain or exercise jurisdiction over the dispute, and 28 U.S.C. § 1334(e)(2) shall govern the form for resolving fee disputes.

11. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

12. The notice requirements of Bankruptcy Rule 6004(a) are deemed waived.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Subsidiaries are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

15. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by the contents of the Application.

16. The Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: _____, 2020
Houston, Texas

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Katten Engagement Letter

Katten

575 Madison Avenue
New York, NY 10022-2585
212.940.8800 tel
www.katten.com

STEVEN J. REISMAN
sreisman@katten.com
212.940.8700 direct

Dated as of September 18, 2020

Via Email (sms@bridgeparkadvisors.com)

Stefan M. Selig
Disinterested Director and
Disinterested Manager of the
Wholly-Owned Subsidiaries of
Gulfport Energy Corporation

Via Email (akidd@akiddconsulting.com)

Andrew C. Kidd
Disinterested Director and
Disinterested Manager of the
Wholly-Owned Subsidiaries of
Gulfport Energy Corporation

Re: **Engagement Agreement**

Dear Stefan and Andrew:

We are pleased to have the opportunity to represent each of you (together, the “Client”) in your capacity as the disinterested directors and disinterested managers, as applicable, of certain wholly-owned subsidiaries of Gulfport Energy Corporation (“Gulfport”)—specifically the following corporations and limited liability companies: Grizzly Holdings Inc.; Jaguar Resources LLC; Gator Marine, Inc.; Gator Marine Ivanhoe, Inc.; Westhawk Minerals LLC; Puma Resources, Inc.; Gulfport Appalachia LLC; Gulfport Midstream Holdings, LLC; Gulfport MidCon, LLC; and Mule Sky LLC (collectively, the “Companies”)—to provide advice and representation in connection with any potential strategic transaction, to the extent it constitutes a conflict matter between the Companies and any related parties, and such other matters as the Client may request and Katten Muchin Rosenman LLP (the “Firm”) may agree to handle from time to time (collectively, the “Matter”). This letter and the enclosed Terms of Engagement, which contains a provision on conflicts of interest, describe the basis on which the Firm provides legal services.

The Companies have agreed to be responsible to the Firm for all reasonable legal fees and expenses incurred in this Matter as described in this engagement agreement, including the fee deposit described below, on a joint and several basis. This undertaking by the Companies is made with the express understanding that the sole professional obligation of myself and the Firm is to the Client. The Firm is not required to disclose any legal strategy, theory, plan of action, or the like to the Companies, and the payment of legal fees by the Companies to the Firm in no way depends upon such disclosure. In essence, no professional relationship will arise between the Companies and the Firm as a result of the rendering of legal services by us to the Client or by the payment of legal fees, expenses, and the fee deposit by the Companies.

On a monthly basis, the Firm will send a detailed invoice to the Client providing a fulsome description for all timekeeper entries and a summary of work performed during the billing period.

Katten

Stefan M. Selig and Andrew C. Kidd

Dated as of September 18, 2020

Page 2

Following approval by the Client, the Firm will send a summary bill for such billing period to the Companies. The bill provided to the Companies will include an overview of work performed during the billing period but, in order to maintain confidentiality and privilege, will not include individual timekeeper entries with detailed descriptions.

Nevertheless, certain confidential communications between the Firm and counsel for the Companies may, with your consent, occur. These confidential communications will be subject to any and all applicable privileges, to the extent provided under law and agreed upon by the Firm and counsel for the Companies. Once again, however, the payment of legal fees and expenses under this agreement is neither conditioned upon nor dependent upon the Firm's cooperation with counsel for the Companies or any other party.

I will be the partner at the Firm with the primary responsibility for the Matter and understand that it is your expectation, as well as my own intention, that I be involved in managing all aspects of this engagement. I will be assisted by my colleagues Evan Borenstein, Marc Roitman, and such other partner(s), associate(s), and other member(s) of the Firm as appropriate. As indicated in the Terms of Engagement, our fees are based upon our hourly rates unless otherwise noted herein.

Please review the Terms of Engagement (which immediately follow the signature page), with the assistance of independent counsel if you wish, and let me know if you have any questions about them. If all the terms are satisfactory, please indicate your consent by signing this letter and returning it to me. However, your continuing instructions in the Matter will amount to your acceptance of the terms of this letter, including the Terms of Engagement (collectively the "Terms"). All parties to this agreement agree that a digital signature shall be effective to prove each party's agreement to the Terms. Furthermore, the parties agree that the Terms may be proven through an electronic copy in digital format, and that no "original" hard-copy document need be retained to prove the Terms.

To retain the services of the Firm for this Matter, the Firm is requesting that the Companies, on behalf of the Client, pay us a fee deposit of \$250,000, specific to the Matter. The Client and the Companies further acknowledge and understand that the use of fee deposits is an integral condition of this engagement, and is necessary to ensure that: the Client continues to have access to the Firm's services; the Firm is compensated for its representation of the Client; the Firm is not a prepetition creditor in the event of a Chapter 11 bankruptcy case; and that in light of the foregoing, the provision of the advance fee deposits is in the Client's best interests.

A schedule of the Firm's standard hourly rates is attached as Exhibit A. The Firm's disbursements that are billed on a per-unit basis are attached as Exhibit B. The Firm's wiring instructions are attached as Exhibit C, and the Firm's W-9 Taxpayer Certification is attached as Exhibit D.

Katten

Stefan M. Selig and Andrew C. Kidd

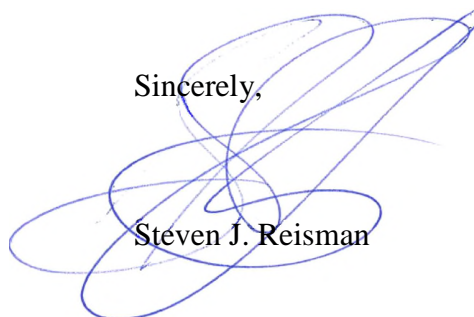
Dated as of September 18, 2020

Page 3

Thank you for allowing us the privilege of this representation. We value and appreciate the trust and confidence you have placed in us and we assure you we will do our best to see that your expectations are satisfied.

My best.

Sincerely,



Steven J. Reisman

w/attachments

cc: Evan S. Borenstein, Esq. (w/attachments, via email: evan.borenstein@katten.com)
Marc B. Roitman, Esq. (w/attachments, via email: marc.roitman@katten.com)
(Katten Muchin Rosenman LLP)

Katten

Stefan M. Selig and Andrew C. Kidd

Dated as of September 18, 2020

Page 4

This letter and the Terms of Engagement are agreed to:

STEFAN M. SELIG, DISINTERESTED DIRECTOR AND DISINTERESTED MANAGER, AS APPLICABLE, OF GRIZZLY HOLDINGS INC., JAGUAR RESOURCES LLC, GATOR MARINE, INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS LLC, PUMA RESOURCES, INC., GULFPORT APPALACHIA LLC, GULFPORT MIDSTREAM HOLDINGS, LLC, GULFPORT MIDCON, LLC, AND MULE SKY LLC

By: _____

Name: Stefan M. Selig

Title: Disinterested Director and Disinterested Manager

Dated as of September 18, 2020

ANDREW C. KIDD, DISINTERESTED DIRECTOR AND DISINTERESTED MANAGER, AS APPLICABLE, OF GRIZZLY HOLDINGS INC., JAGUAR RESOURCES LLC, GATOR MARINE, INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS LLC, PUMA RESOURCES, INC., GULFPORT APPALACHIA LLC, GULFPORT MIDSTREAM HOLDINGS, LLC, GULFPORT MIDCON, LLC, AND MULE SKY LLC

By:  _____

Name: Andrew C. Kidd

Title: Disinterested Director and Disinterested Manager

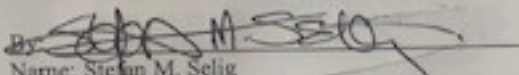
Dated as of September 18, 2020

Katten

Stefan M. Selig and Andrew C. Kidd
Dated as of September 18, 2020
Page 4

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STEFAN M. SELIG, DISINTERESTED DIRECTOR AND DISINTERESTED MANAGER, AS APPLICABLE, OF GRIZZLY HOLDINGS INC., JAGUAR RESOURCES LLC, GATOR MARINE, INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS LLC, PUMA RESOURCES, INC., GULFPORT APPALACHIA LLC, GULFPORT MIDSTREAM HOLDINGS, LLC, GULFPORT MIDCON, LLC, AND MULE SKY LLC

By: 
Name: Stefan M. Selig
Title: Disinterested Director and Disinterested Manager
Dated as of September 18, 2020

ANDREW C. KIDD, DISINTERESTED DIRECTOR AND DISINTERESTED MANAGER, AS APPLICABLE, OF GRIZZLY HOLDINGS INC., JAGUAR RESOURCES LLC, GATOR MARINE, INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS LLC, PUMA RESOURCES, INC., GULFPORT APPALACHIA LLC, GULFPORT MIDSTREAM HOLDINGS, LLC, GULFPORT MIDCON, LLC, AND MULE SKY LLC

By: _____
Name: Andrew C. Kidd
Title: Disinterested Director and Disinterested Manager
Dated as of September 18, 2020

KATTEN MUCHIN ROSENMAN LLP
TERMS OF ENGAGEMENT

The information below describes the terms that apply to the legal services provided for you by Katten Muchin Rosenman LLP (the “Firm”). We encourage you to discuss any of these Terms with us at any time. If modifications to the Terms are needed, you should discuss that with us so that agreement on changes can be reached and reduced to writing. All references to “you” or “your” means only the client or clients identified in our engagement letter. **Individuals or entities that are related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.**

I. Scope of Representation. The scope of the work we will do for you is limited to the description stated in our engagement letter. Any changes or additions to the scope of our work, which we would be pleased to consider, must be agreed to and memorialized by letter or email. Unless that description states otherwise, **our engagement does not include responsibility for:** (1) review of your insurance policies to determine the possibility of coverage for our fees and costs or for the claim asserted against you, (2) notification of your insurance carriers about a matter, (3) advice to you about your disclosure obligations concerning a matter under the federal securities laws or any other applicable law, or (4) advice to you about tax issues that relate to a matter. If we agree to represent you in additional matters, we will do so in writing by letter or email, and the Terms of our engagement will remain the same for these additional matters unless changed by agreement in writing.

Additionally, if in response to your request or by requirement of lawful process we: testify; gather and/or produce documents; respond to document hold or production requests; or respond to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to our representation of you, you agree to pay us our reasonable fees and costs incurred.

II. Staffing. Steven J. Reisman will have the primary responsibility for our relationship. We assign additional lawyers and other personnel when needed based upon the type of work and the appropriate experience level required.

III. Client Responsibilities. You agree to provide us with all information that we believe is necessary or appropriate to fulfill our professional responsibilities in this Matter and to cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, settlement conferences, etc. You will designate one or more persons to give us instructions and authority to receive our requests and inquiries. You further agree that without our express written consent, you will not use our name or the fact of your engagement of us in any form of advertising or solicitation of business.

IV. Financial Arrangements.

A. **Fees and Expenses.** Our fees are based primarily upon the hourly rates of our lawyers and other personnel in effect when the services are performed. These rates change periodically based upon economic factors and the experience level of our personnel. We

are affiliated with Katten Muchin Rosenman UK LLP of London, England, and if we obtain advice or services on your behalf from that firm, we will include their time and expenses on our bill.

Expenses include items such as consultants, experts, filing fees, court reporting fees, travel costs, overnight or other special mail services, messenger services, photocopies, long distance telephone, outgoing faxes, research service charges (e.g., LEXIS), secretarial and other staff overtime charges (when required to meet the needs of the matter), and other special services such as document imaging. Certain of these charges are adjusted to include administrative and overhead expenses incurred by the Firm to provide the billed service. With respect to costs incurred and payable to third parties, such as court reporters or experts, it is our usual policy to forward those bills to you for payment directly to the third party, and you agree to pay those fees directly to the provider. As an accommodation to you, however, we may advance those costs on your behalf and include them in our monthly bills. Some large disbursements may be forwarded to you for direct payment. Some charges may not be in the system at the time of monthly billing and will appear on a later bill.

B. Fee Deposits. The amount of any fee deposit required in this engagement is set forth in the engagement letter, which is not an estimate of the total costs of the representation, nor is it a maximum fee. This fee deposit will be deposited in the Firm's client retainer trust account and will be used to pay our fees and expenses when they come due. We will pay our monthly invoices using the fee deposit when earned, unless you already have paid the invoice or dispute the amount of our invoice before that time. You agree that you will maintain the fee deposit balance at the amount agreed in the engagement letter. Accordingly, while we will pay our invoices from the fee deposit as set forth above, you agree to maintain the agreed balance by either paying each invoice within 20 days of mailing or by replenishing the fee deposit in a like amount. In the event our fees and expenses exceed the retainer deposited with us, we will bill you for the excess. We may, as an accommodation to you, agree to waive the fee deposit if our invoices are timely paid. In the event we do so, however, you agree that we may request replenishment of the fee deposit at any time, should we determine that to be necessary, in our sole discretion. We may also request, and you agree to provide, additional fee advances from time to time based on our estimates of future work to be undertaken. If you fail to maintain the balance of the fee deposit when requested or to pay promptly any additional fees requested, we reserve the right to cease performing further work and withdraw from the representation.

C. Billing and Payment. We generally forward our statements monthly; however, we may request payment more frequently, such as on a weekly or bi-weekly basis. The statements will include a brief description of the work performed, the date the work was performed, the time required to do the work, and the expenses incurred. Payment is due promptly upon receipt of our statement. We reserve the right to terminate our representation of clients who do not pay promptly. We do not and cannot guarantee the outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome.

V. Electronic Communication. The use of email can be an efficient means of communication, and we use it often in communicating with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (for example, by anti-spam software) or otherwise not transmitted. You must not assume that an email or instant message sent to us was actually opened and read by us unless you receive a non-automated reply message indicating that we have read your message.

VI. Responses to Auditors' Inquiries. We are frequently asked to provide information to auditing firms regarding client legal matters and we respond to those inquiries with the same level of care and professionalism used to handle the client's other legal work. We will accordingly charge for those services at the same rates. When you make a written request that we provide information to an auditing firm, we will deem your request to be your consent for us to disclose the requested information on your behalf. Additionally, when an auditing firm makes a written request for information on your behalf, that request will be deemed to be your consent for us to disclose that information to the auditing firm.

VII. Conflicts of Interest Issues. As you know, we are a large general services law firm with many clients and with offices located in Charlotte, North Carolina; Chicago, Illinois; Dallas, Texas; Houston, Texas; Los Angeles, California (Century City and Downtown); New York, New York; Orange County, California; Washington D.C.; and Shanghai, China, and we have an affiliate in London, England. It is possible that, during the course of our engagement, an existing or future client may seek to hire the Firm in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such other client's interests are or potentially may become adverse to your interests.

Because the duty of loyalty would otherwise prevent the Firm from being adverse to a current client, rules of professional conduct prevent the Firm from accepting such engagements during the Firm's representation of you absent informed consent by you and the waiver of the duty of loyalty. In particular, the Firm often represents parties in restructuring and insolvency matters, both in- and out-of-court. In addition, the Firm, from time to time, has represented one or more clients in matters related to Gulfport (collectively, the "Existing Clients"). Any attorneys of the Firm who represent the Existing Clients in matters related to Gulfport will not be involved in representing you in connection with this Matter, and the Firm will establish an ethical screen, including, without limitation, implementing appropriate information safeguards, to ensure compliance with the foregoing in connection with this Matter. By agreeing to these Terms of Engagement, you waive the duty of loyalty insofar as it would be applicable and agree that, even while the Firm is representing you, and at all times thereafter, the Firm may represent the Existing Clients in matters related to the Gulfport, and the Firm may represent other existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients are adverse to yours (whether or not you are then represented by the Firm), or any of your affiliates, including litigation in which you or any of your affiliates are parties. This waiver also is intended to allow the Firm to examine or cross-examine you (and/or your employees and agents) on behalf of existing or new clients in other proceedings (including but not limited to proceedings to which you are not a party) provided the other matter is not substantially related to our representation of you. Notwithstanding this consent and waiver, the Firm will not undertake such representation unless we first reasonably determine that we will be able to provide competent and diligent representation to both of the affected clients. We also will continue to maintain the

confidentiality of the confidential information you provide to us in the course of the Firm's engagement by you, and will not use such information for any purpose except for the benefit of, and on behalf of, you without your written consent.

Potential adverse consequences may result from the Firm's representing parties that are adverse to you. These may include a perception that the Firm's loyalty and independence of judgment with respect to you are impaired. Also, the Firm's representation of parties adverse to you may come at a time when it would harm your interests to terminate the services of the Firm, or after expenditures of fees and costs to the Firm that might need to be replicated by new counsel. The Firm encourages you to have this conflicts waiver reviewed by independent counsel acting on your behalf before agreeing to these Terms of Engagement.

Further, in the course of our representation of you, it may be necessary for our lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, Deputy General Counsel, Conflicts Counsel, or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in those consultations, it is possible that a conflict of interest might be deemed to exist as between our Firm and you. As a condition of this engagement, you waive any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the Firm's attorney-client privilege. Nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent that they affect your interests.

VIII. Arbitration of Disputes. You acknowledge having reviewed a copy of Part 137 of the Rules of the Chief Administrator of the Courts of New York (available at <http://www.courts.state.ny.us/admin/feedispute/137.pdf> or upon request from us) which provides a mechanism for resolution of fee disputes between us using a particular arbitration procedure and forum; you have a right to select this mechanism for the resolution of fee disputes between us under this letter agreement unless you waive that right. You hereby waive that right, and you and we instead agree upon the following: If any dispute, controversy or claim directly or indirectly relating to or arising out of this agreement, work we perform for you or the fees charged by us or your failure to pay such fees you agree that such dispute shall be submitted to binding arbitration with JAMS in New York, New York under the JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator shall have no authority to award punitive damages or to treble or otherwise multiply actual damages. The award in the arbitration shall be final and binding and judgment thereon may be entered and enforced in any court of competent jurisdiction. The costs and expenses (including reasonable attorney's fees of the prevailing party) shall be borne and paid by the party that the arbitrator, or arbitrators, determine is the non-prevailing party. You agree and consent to personal jurisdiction, service of process and venue in any federal or state court within the State of New York in connection with any action brought to enforce an award in arbitration. You further agree that service of process may be made upon you by Katten Muchin Rosenman LLP by causing process to be delivered to you at the above address (or such other address of which you hereafter shall advise us in writing) by registered or certified mail, return receipt requested.

IX. Conclusion of Representation. Our representation of you will terminate when we send you our final statement for services rendered in this matter. We may also terminate our

representation for any reason consistent with rules of professional responsibility, including conflicts of interest or your failure to pay our fees and expenses. Our representation may also be terminated upon your request. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter.

X. Disposition of Client Files. Upon conclusion of your representation, we may return to you your original papers, documents and/or other property that you provided to the Firm during our engagement. You agree to accept the return of such documents and/or property. If you so request, we will also provide to you, at your expense, copies or originals of your complete file. We reserve the right to make, at our expense, copies of all documents generated or received by us in the course of our representation of you. The Firm will not provide copies or originals of the Firm Administrative or Matter Administration files pertaining to the matter, which will be retained by the Firm. All such documents retained by the Firm, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Firm Administrative or Matter Administration files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time, but not less than seven (7) years after the matter is closed. We will not destroy, discard or otherwise dispose of any such documents without first providing you with thirty (30) days' prior written notice.

EXHIBIT A

RATES

<u>PROFESSIONALS</u>	<u>STANDARD RANGE</u>
Partner	\$770 - \$1,555
Associate	\$460 - \$970
Counsel and Special Staff	\$665 - \$1,170
Of Counsel	\$895 - \$1,475
Paralegal	\$195 - \$580

EXHIBIT B

PER UNIT EXPENSES

Description	Cost per page
Fax	\$1.60
Photocopy Costs	\$.20
Photocopy – Wide Format	\$1.00
Color Printing / Copies	\$.25

EXHIBIT C

KATTEN MUCHIN ROSENMAN LLP

WIRE INSTRUCTIONS

Bank: JP Morgan Chase Bank
1211 Avenue of the Americas
New York, New York 10036
Attn: Mindy Drogos
Phone 1-847-398-4102

Account Name: Katten Muchin Rosenman LLP
Operating Account

Bank ABA#: 021000021

Account Number: 967343933

SWIFT Code: CHASUS33

Ref: Stefan M. Selig and Andrew C. Kidd / Gulfport

EXHIBIT D**KATTEN MUCHIN ROSENMAN LLP****IRS FORM W-9**

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Katten Muchin Rosenman LLP		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 525 W. Monroe Street		Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60661		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

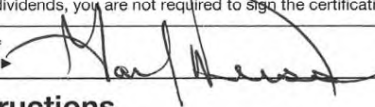
Social security number										
or										
Employer identification number										
3	6	-	2	7	9	6	5	3	2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/2/20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit B

Reisman Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
GULFPORT ENERGY CORPORATION, et al., ¹	)	Case No. 20-35562 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
)	

**DECLARATION OF
STEVEN J. REISMAN IN SUPPORT
OF THE APPLICATION OF DEBTORS GULFPORT
APPALACHIA, LLC, GULFPORT MIDCON, LLC, GRIZZLY
HOLDINGS, INC., JAGUAR RESOURCES LLC, GATOR MARINE,
INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS
LLC, PUMA RESOURCES, INC., GULFPORT MIDSTREAM HOLDINGS,
LLC, AND MULE SKY LLC, FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KATTEN MUCHIN ROSENMAN
LLP AS SPECIAL COUNSEL PURSUANT TO SECTIONS 327(e), 328(a), AND
1107(b) OF THE BANKRUPTCY CODE EFFECTIVE AS OF NOVEMBER 13, 2020**

Pursuant to Bankruptcy Rule 2014(a), I, Steven J. Reisman, hereby declare as follows:

1. I am a partner of the law firm of Katten Muchin Rosenman LLP, located at 575 Madison Avenue, New York, NY 10022 (“Katten” or the “Firm”). I am one of the lead attorneys from Katten working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the Southern District of New York. There are no disciplinary proceedings pending against me.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Gulfport Energy Corporation (1290); Gator Marine, Inc. (1710); Gator Marine Ivanhoe, Inc. (4897); Grizzly Holdings, Inc. (9108); Gulfport Appalachia, LLC (N/A); Gulfport MidCon, LLC (N/A); Gulfport Midstream Holdings, LLC (N/A); Jaguar Resources LLC (N/A); Mule Sky LLC (6808); Puma Resources, Inc. (6507); and Westhawk Minerals LLC (N/A). The location of the Debtors’ service address is: 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134.

2. I am duly authorized to make this declaration (the “Declaration”) on behalf of Katten in support of the application (the “Application”)² of Gulfport Appalachia, LLC, Gulfport MidCon, LLC, Grizzly Holdings, Inc., Jaguar Resources LLC, Gator Marine, Inc., Gator Marine Ivanhoe, Inc., Westhawk Minerals LLC, Puma Resources, Inc., Gulfport Midstream Holdings, LLC, and Mule Sky LLC (collectively, the “Subsidiaries” and each a “Subsidiary”), ten of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), to employ and retain Katten as counsel to render independent legal services on behalf of and at the sole direction of Stefan M. Selig and Andrew C. Kidd (each a “Disinterested Director”), comprising the Special Committee of the boards of directors or managers, as applicable (the “Boards”), of each of the Subsidiaries (the “Subsidiary Special Committee”), effective as of November 13, 2020, in accordance with the terms and conditions of the engagement letter dated as of September 18, 2020 (the “Engagement Letter”).

3. The facts set forth in this Declaration are based upon my personal knowledge, discussions with other Katten attorneys, and the firm’s client/matter records that were reviewed by me or by other Katten attorneys acting under my supervision and direction. To the extent any information disclosed herein requires amendment or modification, as additional information becomes available to me, I will file a supplemental declaration with the Court reflecting such amended or modified information.

Katten’s Qualifications

4. The Subsidiaries seek to retain Katten, on behalf of and at the sole direction of the Subsidiary Special Committee, because of Katten’s experience in, among other areas, financial

² Capitalized terms used but not defined in this Declaration shall have the meanings given to such terms in the Application.

restructuring, litigation, corporate governance, corporate finance, and independent investigations in the context of chapter 11 cases. Since its engagement on September 18, 2020, Katten has been assisting the Subsidiary Special Committee in conducting the Independent Investigation (as defined below), and has already completed a substantial amount of work in connection with the Independent Investigation. Katten has become familiar with the Debtors and various aspects of their financial affairs and reorganization. As such, the Subsidiaries believe that Katten is well qualified to continue to represent the Subsidiary Special Committee in an efficient and timely manner in connection with the Independent Investigation.

5. Katten lawyers have significant experience representing and advising the spectrum of constituents in chapter 11 cases, including debtors, committees, secured and unsecured creditors, independent or disinterested directors, special committees, shareholders, and others, as well as providing advice with respect to fiduciary duties in connection with chapter 11 cases.

6. Katten has been actively involved in and has represented debtors in many major chapter 11 cases, including, among others, *In re CraftWorks Parent, LLC et al.*, No. 20-10475 (BLS) (Bankr. D. Del. Apr. 11, 2020), *In re Sizmek, Inc.*, No. 19-10971 (SMB) (Bankr. S.D.N.Y. Apr. 23, 2019), *In re J&M Stores, Inc.*, No. 18-11901 (LSS) (Bankr. D. Del. Aug. 27, 2018), and *In re Vitamin World, Inc.*, No. 17-11933 (KJC) (Bankr. D. Del. Oct. 18, 2017). In addition, Katten has represented disinterested directors before this Court, *see In re Neiman Marcus Group LTD LLC*, No. 20-32519 (DRJ) (Bankr. S.D. Tex. July 8, 2020), *In re J.C. Penney Company, Inc.*, No. 20-20182 (DRJ) (S.D. Tex. July 2, 2020), and *In re Sheridan Holding Company I, LLC, et al.* No. 20-31884 (DRJ) (Bankr. S.D. Tex. Apr. 24, 2020), and in numerous other chapter 11 cases, including, among others: *In re Mallinckrodt PLC*, No. 20-12522 (JTD) (Bankr. D. Del., Nov. 19, 2020); *In re Le Tote, Inc.*, No. 20-33332 (KLP) (Bankr. E.D. Va., Sept. 21, 2020); *In re Sable*

Permian Resources, LLC, No. 20-33193 (MI) (Bankr. S.D. Tex. August 25, 2020); *In re Intelsat S.A.*, No. 20-32299 (KLP) (Bankr. E.D. Va. July 1, 2020); *In re Anna Holdings, Inc.*, No. 19-12551 (Bankr. D. Del. Jan. 7, 2020); *In re PES Holdings, LLC*, No. 18-10122 (KG) (Bankr. D. Del. May 14, 2018); and *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. May 24, 2018).

7. Moreover, the attorneys at Katten have broad experience acting as conflicts counsel to debtors in large chapter 11 cases, including in *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. Apr. 22, 2019) and *In re Barneys New York, Inc.*, No. 19-36300 (CGM) (Bankr. S.D.N.Y. Sept. 19, 2019). While at a prior firm, certain of the attorneys at Katten working on this engagement have represented debtors as conflicts counsel in many additional cases, including, among others, *In re Fairway Grp. Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016); *In re Breitburn Energy Partners LP*, No. 16-11390 (SMB) (Bankr. S.D.N.Y. June 15, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. May 16, 2014); *In re American Roads LLC*, No. 13-12412 (BRL) (Bankr. S.D.N.Y. Aug. 21, 2013); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. July 16, 2012); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); *In re Gen. Mar. Corp.*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Dec. 12, 2011); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. May 3, 2011); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010); *In re CIT Grp., Inc.*, No. 09-16565 (ALG) (Bankr. S.D.N.Y. Nov. 24, 2009); *In re Readers’ Digest Ass’n, Inc.*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); *In re Star Tribune Holdings Corp.*, No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 9, 2009); and *In re Lehman Brothers Holdings Inc.*, No. 08-13555 (JMP) (Bankr. S.D.N.Y. Nov. 21, 2008).

8. Katten is well qualified and uniquely able to serve the needs of the Subsidiary Special Committee in these chapter 11 cases.

Services to be Provided

9. In connection with the Debtors' restructuring efforts, on September 15, 2020, the governing body of each Subsidiary, pursuant to a *Written Consent of the Sole Stockholder*, executed for each Subsidiary (the "Resolutions"), established the Subsidiary Special Committee and appointed the Disinterested Directors to be the sole members thereof. On September 18, 2020, the Disinterested Directors retained Katten to render independent legal services at their sole direction.

10. The Subsidiary Special Committee and its professionals: (a) have commenced an independent investigation (which remains ongoing as of the Petition Date) into whether any potential claims or causes of action exist with respect to any intercompany transaction in which one or more conflicts exist or may exist between Gulfport Energy Corporation ("Gulfport") and its Subsidiaries; (b) may also conduct inquiries or investigations relating to whether any matter arising in or related to the chapter 11 cases constitutes a Conflict Matter, as defined in the Resolutions (the "Conflict Matters"); and (c) may take any and all actions necessary with respect to such matters as deemed appropriate by the Subsidiary Special Committee (collectively, (a)-(c) shall be referred to as the "Independent Investigation").

11. Before the Petition Date, Katten provided various legal services relating to the Independent Investigation, including, without limitation: (a) reviewing and analyzing historical transactions and documents relating thereto; (b) analyzing potential claims held by the Debtors; (c) conducting certain management interviews; and (d) advising the Subsidiary Special Committee on matters related to the Independent Investigation. Katten's work in connection with the

Independent Investigation remains open and will continue during the pendency of these chapter 11 cases.

12. The Subsidiaries have determined that the retention of independent counsel to the Subsidiary Special Committee is necessary to the Disinterested Directors fulfilling their fiduciary duties in these chapter 11 cases and that the employment of Katten would be in the best interest of the Subsidiaries' estates.

13. Pursuant to a separate retention application filed with this Court, collectively, the Debtors have sought to retain Kirkland & Ellis LLP ("K&E") as general bankruptcy counsel to the Debtors. The services rendered and functions performed by Katten will not be duplicative of work performed by K&E or any other law firm retained by the Debtors and instead will instead be limited to services rendered at the sole direction of the Subsidiary Special Committee.

Professional Compensation

14. Subject to the Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Bankruptcy Local Rules, and other procedures that may be fixed by the Court, the Subsidiaries, at the sole direction of the Subsidiary Special Committee, request that Katten be compensated on an hourly basis and that Katten receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Subsidiary Special Committee in these chapter 11 cases. Katten intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. In accordance with the terms of the Engagement Letter, the Subsidiaries have agreed to compensate

Katten for the work performed on behalf of and at the sole direction of the Subsidiary Special Committee.

15. The hourly rates and corresponding rate structure Katten will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Katten uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

16. Katten operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

17. From the Petition Date through December 31, 2020, Katten will charge the hourly rates set forth in the table below for services to represent the Subsidiary Special Committee in these chapter 11 cases:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$770 - \$1,555
Of Counsel	\$895 - \$1,475
Associates	\$460 - \$970
Paraprofessionals	\$195 - \$580

18. Katten's billing rates are adjusted periodically to reflect economic and other conditions. Effective as of January 1, 2021, Katten's hourly billing rates for U.S. offices will

increase, and Katten will charge the hourly rates set forth in the table below for services to represent the Subsidiary Special Committee in these chapter 11 cases:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$880 - \$1,685
Of Counsel	\$940 - \$1,550
Associates	\$500 - \$930
Paraprofessionals	\$225 - \$620

19. Katten's hourly rates are set at a level designed to compensate Katten fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses.³ Hourly rates vary with the experience and seniority of the individuals assigned. Katten will provide reasonable notice to the Subsidiaries, counsel to the Committee, and the U.S. Trustee in connection with any subsequent increase of Katten's hourly billing rates.⁴

20. Moreover, these hourly rates are consistent with the rates that Katten charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

21. The rate structure provided by Katten is appropriate and not significantly different from (a) the rates that Katten charges for other similar types of representations or (b) the rates that

³ Although Katten does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Katten will not charge a markup to the Subsidiaries with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Subsidiaries in connection with work performed by Katten will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code. While the rate ranges provided for in this Application may change if an individual leaves or joins Katten, and if any such individual's billing rate falls outside the ranges disclosed above, Katten does not intend to update the ranges for such circumstances.

⁴ Like many of its peer law firms, Katten typically increases the hourly billing rate of attorneys and paraprofessionals in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013). Katten's hourly rates will increase on January 1, 2021. As set forth in the Order, Katten will provide ten business-days' notice to the Debtors, the U.S. Trustee, and counsel to the Committee before implementing any subsequent periodic increases and shall file any such notice with the Court.

other comparable counsel would charge to do work substantially similar to the work Katten will perform in these chapter 11 cases.

22. It is Katten's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Katten's policy to charge its clients only the amount actually incurred by Katten in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

23. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time Katten utilizes the services of overtime secretaries. Katten charges fees for these services pursuant to the Engagement Letter, which permits Katten to bill the Subsidiaries for overtime secretarial charges that arise out of business necessity. In addition, Katten professionals also may charge their overtime meals and overtime transportation to the Subsidiaries consistent with prepetition practices.

24. Katten currently charges its clients \$0.10 per page for standard black and white duplication and \$0.25 per page for color duplication. Katten does not charge its clients for incoming facsimile transmissions. Computer-assisted legal research is used whenever the researcher determines that it is more cost effective than using traditional (non-computer assisted legal research) techniques.

25. Per the terms of the Engagement Letter, on October 8, 2020, the Subsidiaries paid \$250,000 to Katten, which, as stated in the Engagement Letter, constituted a fee deposit. Katten has applied these amounts to time spent and expenses incurred before the Petition Date. Further, on October 13 and 23, 2020 and November 9, 2020 Katten submitted invoices to the Subsidiaries

for time spent and expenses incurred between September 18 and November 8, 2020, and estimated fees from November 9 through November 13, 2020. In the aggregate, prior to the Petition Date, Katten received \$947,569 from the Subsidiaries. After those amounts were applied, Katten held, and continues to hold, surplus funds in the amount of \$109,077 (the “Retainer”). Katten has not applied the Retainer to any fees and expenses incurred. The Retainer will be held on account and applied, to the extent allowed by the Court, to the payment of fees for services rendered and the reimbursement of expenses incurred by Katten in the course of the chapter 11 cases.

26. Pursuant to Bankruptcy Rule 2016(b), Katten has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and other attorneys associated with Katten, or (b) any compensation another person or party has received or may receive.

No Duplication of Services

27. The Subsidiaries believe that the services provided by Katten will not duplicate the services other professionals will be providing to the Debtors in these chapter 11 cases. The Subsidiaries will coordinate with Katten and the Debtors’ other professionals to minimize unnecessary duplication of efforts among the Debtors’ professionals. In particular, Katten will neither act as the Debtors’ general bankruptcy counsel in these chapter 11 cases, nor as general bankruptcy counsel to the Subsidiaries.

No Adverse Interest

28. In preparing this Declaration, I used a set of procedures developed by Katten to comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court regarding the retention of professionals by estate fiduciaries under the Bankruptcy Code (the “Katten Disclosure”).

Procedures”). Pursuant to the Katten Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain Katten’s connection to such parties:

- a. Katten has conducted, and continues to conduct, research into its connections with the Debtors, creditors, and other parties in interest in these chapter 11 cases. As part of this inquiry, K&E, the Debtors’ proposed primary bankruptcy counsel, provided Katten with a list of names of individuals or entities that may be parties in interest in these chapter 11 cases (the “Potential Party List”) annexed hereto as **Schedule 1**. The Potential Party List includes: (a) Debtors; (b) Non-Debtor Affiliates; (c) Directors & Officers; (d) Equity Holders; (e) Banks/Lender/UCC Lien Parties/Administrative Agents; (f) Bankruptcy Judges; (g) Bankruptcy Professionals; (h) Bondholders - Indenture Trustee; (i) Contract Counterparties; (j) Governmental/Regulatory Agencies; (k) Insurance - PFA/Surety; (l) ISDA/Hedging Parties; (m) Landlords; (n) Litigation; (o) Ordinary Course Professionals; (p) Royalty Disputes; (q) U.S. Trustee Office; and (r) Vendors; (each a “Potential Party in Interest”).
- b. Katten maintains a database containing the name of each current and former client, the name of the parties who are or were related or adverse to such current or former client, and the names of the Katten personnel who are or were responsible for current or former matters for such client for the last ten years (the “Database”). Katten maintains the Database to include additional entities that become related to current and former clients.
- c. Katten compared the names included in the Potential Party List to the names in the Database to identify any matches, determine whether such matches are current or former clients, and identify the Katten personnel responsible for such matters (the “Client Match List”).
- d. Using information in the Database and by making specific inquiries of Katten personnel, an attorney working under my supervision and I verified that Katten does not represent any entity on the Client Match List in connection with these chapter 11 cases, or in any matter related to the Debtors, unless specified in this Declaration. An attorney under my supervision and I then reviewed the Client Match List and deleted obvious name coincidences. The remaining client connections were compiled for purposes of preparing this Declaration. In particular, to the best of my knowledge, information, and belief, Katten has represented or currently represents the entities identified on the schedule annexed hereto as **Schedule 2** in matters unrelated to these chapter 11 cases or to the Debtors.
- e. Certain Katten attorneys represent Parties in Interest in matters relating to these chapter 11 cases. Katten has employed screening procedures and such

attorneys (the “Screened Katten Attorneys”) will not perform work in connection with Katten’s representation of the Disinterested Directors and will not have access to confidential information related to the representation. Katten’s formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Katten Attorneys and protecting confidential information. Under Katten’s screening procedures, the following occurred when the wall was established: (1) notice went out to the Screened Katten Attorneys informing them that they cannot work on, access, bill time, or discuss with anyone the matters from which they are walled; (2) notice went out to all Katten personnel stating that the Screened Katten Attorneys are walled from the specific matters and that personnel must not assign any work to, share any records with or discuss any aspect, either verbally or via electronic means, with the Screened Katten Attorneys; (3) restricted stickers are being used to flag physical files belonging to each matter, further notifying all personnel of the wall in place; (4) the Screened Katten Attorneys are unable to access physical files in the records management system relating to the matters from which they are walled; (5) the Screened Katten Attorneys are unable to enter time on the matters from which they are walled; (6) the Screened Katten Attorneys are unable to access electronic documents in the document management libraries from which they are walled; (7) the Screened Katten Attorneys are unable to view details in the billing system on matters from which they are walled; and (8) the Screened Katten Attorneys are unable to access litigation support data on the network file shares relating to the matters from which they are walled.

29. As a matter of retention and disclosure policy, I will continue to apply the Katten Disclosure Procedures as additional information concerning entities having a connection to the Debtors is developed and will file appropriate supplemental disclosures with this Court, if warranted.

30. To the best of my knowledge, information, and belief, the Firm does not have any connection to the Potential Parties in Interest except as described in this Declaration and the attached **Schedule 2**. Out of an abundance of caution, I am disclosing certain representations, which are not, to my understanding, disqualifying or problematic under either section 327(e) of the Bankruptcy Code or applicable standards of professional ethics.

31. No partner, of counsel, or associate of Katten, as far as I have been able to ascertain, has any connection with any Party in Interest, except as set forth below or otherwise in this Declaration, including **Schedule 2**.

- Katten represents Rover Pipeline LLC (“**Rover Pipeline**”) and Ohio River System LLC (“**ORS**”), each a contract counterparty listed on **Schedule 1**, in connection with Rover Pipeline’s and ORS’ contracts with Gulfport Energy Corporation. Katten attorneys and personnel representing Rover Pipeline and ORS are Screened Katten Attorneys. Katten attorneys and personnel representing Rover Pipeline and ORS have been walled off such that they will have no access to documents or records in these chapter 11 cases relating to Katten’s representation of the Disinterested Directors. Katten attorneys and personnel representing the Disinterested Directors have agreed not to discuss this engagement with Katten attorneys and personnel representing Rover Pipeline and ORS. Katten has obtained a waiver from the Disinterested Directors for Screened Katten Attorneys to continue to represent Rover Pipeline and ORS, including in matters relating to Gulfport. Katten has obtained a waiver from Rover Pipeline and ORS for certain Katten Attorneys to represent the Disinterested Directors while being screened from representing Rover Pipeline and ORS.
- Of the entities listed on **Schedule 2**, Bank of America and New York Life Group, each represented more than one percent of Katten’s revenue for the fiscal year 2020.

32. For the avoidance of doubt, Katten will not commence a cause of action in the chapter 11 cases against the entities recited above or listed in **Schedule 2** that are current clients of Katten unless Katten has an applicable waiver on file or first receives a waiver from such entity allowing Katten to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for Katten, at the direction of the Disinterested Directors, to commence an action against that entity, Katten, at the direction of the Disinterested Directors, may be represented in such particular matter by conflicts counsel.

33. From time to time, certain debt holders of the Debtors may be represented by Katten in connection with trading activity involving outstanding debt of the Debtors. The Katten attorneys representing these debt holders are Screened Katten Attorneys and will not perform work relating

to Katten's representation of the Subsidiary Special Committee at the sole direction of the Disinterested Directors.

34. Certain insurance companies pay the legal bills of Katten clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Katten clients as a result of the fact that they pay legal fees on behalf of Katten clients.

35. It is possible that certain Katten attorneys or employees hold interests in mutual funds or other investment vehicles that may own interests in the Debtors.

36. I do not believe that any of the representations or relationships recited above or listed in **Schedule 2** would give rise to a finding that Katten represents or holds an interest adverse to the Subsidiaries or their estates with respect to the services for which Katten would be retained. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Katten is not disqualified from acting as independent counsel to the Subsidiary Special Committee merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to the chapter 11 cases.

37. Accordingly, to the best of my knowledge, Katten is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that Katten: (a) is not a creditor, equity security holder, or insider of the Debtors; (b) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (c) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

38. From time to time, Katten has referred work to other professionals retained or that may be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Katten.

39. Despite the efforts described above to identify and disclose Katten's connections with Potential Parties in Interest, because Katten is an international law firm with hundreds of attorneys in several offices worldwide, and because the Debtors consist of corporate enterprises with numerous creditors and other relationships, I am unable to state with absolute certainty that every client or other connection has been disclosed.

40. Katten will review its client database periodically during the course of its engagement in these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Katten will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

41. By reason of the foregoing, I believe Katten is eligible for employment and retention by the Subsidiaries on behalf of and at the sole direction of the Subsidiary Special Committee pursuant to sections 327(e), 328(a), 330, 331, and 1107(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Bankruptcy Local Rules.

42. Accordingly, except as provided herein, to the best of my knowledge, information, and belief formed after reasonable inquiry: (a) Katten has no connection with the Debtors, their affiliates, their creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, the United States Bankruptcy Judges in the District of Texas, or any other entity with an actual or potential interest in the chapter 11 cases or their respective attorneys or accountants; (b) Katten is not a creditor, equity security holder, or insider of the Debtors; (c) none of Katten's attorneys is or

was, within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) Katten does not hold or represent an interest adverse to the estates with respect to the matters for which Katten is retained by the Subsidiary Special Committee on behalf of and at the sole direction of the Subsidiary Special Committee.

Statement Regarding United States Trustee Guidelines

43. Katten shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Subsidiaries' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Court. Katten also intends to comply with the United States Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013 (the "U.S. Trustee Fee Guidelines"), both in connection with this Application as well as any interim and final fee applications that may be filed by Katten in connection with these chapter 11 cases.

44. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Fee Guidelines.

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

Answer: No. The Firm and the Disinterested Directors have not agreed to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement. The rate structure provided by the Firm is appropriate and is not significantly different from (a) the rates that the Firm charges for other non-bankruptcy representatives, or (b) the rates of other comparably skilled professionals.

Question: Do any of the Firm professionals in this engagement vary their rate based on the geographical location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by the Firm in representing the Disinterested Directors are consistent with the rates that the Firm charges other

comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If the Firm has represented the Subsidiaries in the twelve months prepetition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the twelve months prepetition. If the Firm's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Since Katten's engagement by the Disinterested Directors on September 18, 2020, Katten has followed the hourly billing rates set forth in Exhibit A of the Engagement Letter, attached to the Application as Exhibit A to the Order.

Question: Have the Disinterested Directors approved the Firm's budget and staffing plan, and if so, for what budget period?

Answer: Yes. The Disinterested Directors have approved a monthly budget and staffing plan for these chapter 11 cases for the period from the Petition Date to and including May 12, 2021.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: December 11, 2020
New York, New York

/s/ Steven J. Reisman
Steven J. Reisman
Partner
Katten Muchin Rosenman LLP

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Non-Debtor Affiliates-JV
1(c)	Directors/Officers
1(d)	5% or More Equity Holders
1(e)	Bankruptcy Judges
1(f)	Bankruptcy Professionals
1(g)	Banks/Lender/UCC Lien Parties/Administrative Agents
1(h)	Bondholders - Indenture Trustee
1(i)	Contract Counterparties
1(j)	Governmental/Regulatory Agencies
1(k)	Insurance - PFA/Surety
1(l)	ISDA/Hedging Parties
1(m)	Landlords
1(n)	Litigation
1(o)	Ordinary Course Professionals
1(p)	Potential Litigants
1(q)	Royalty Disputes
1(r)	Taxing Authorities
1(s)	Top 30 Creditors
1(t)	U.S. Trustee Personnel
1(u)	Vendors

SCHEDULE 1(a)

Debtors

Gator Marine Inc.
Gator Marine Invanhoe Inc.
Grizzly Holdings Inc.
Gulfport Appalachia LLC
Gulfport Energy Corp.
Gulfport Midcon LLC
Gulfport Midstream Holdings LLC
Jaguar Resources LLC
Mule Sky LLC
Puma Resources Inc.
Westhawk Minerals LLC

SCHEDULE 1(b)

Non-Debtor Affiliates-JV

Blackhawk Midstream LLC
Grizzly Oil Sands ULC
GRUS LLC
Gulfport Buckeye LLC
Mammoth Energy Services Inc.
Silverback Energy LLC
Tatex Thailand II LLC
Windsor Midstream LLC

SCHEDULE 1(c)

Directors/Officers

Adams, Deborah G.
Addison, Rebecca
Bledsoe, Alvin
Craine, Patrick K.
Groeschel, Craig
Hicks, Quentin R.
Holroyd, Samantha
Houston, David L.
Jochen, Valerie
Johnson, G. Doug
Kidd, Andrew C.
Moore, Donnie
Morris, Ben T.
Moses, RJ
Selig, Stefan M.
Simpson, Zachary
Sluiter, Michael
Somerhalder, John W., II
Streller, Scott E.
Timmermeyer, Stephanie
Westerman, Paul D.
Wood, David M.
Zitkus, Lester

SCHEDULE 1(d)

5% or More Equity Holders

BlackRock Institutional Trust Co. NA
Dimensional Fund Advisors LP
Firefly Value Partners LP
Shah Capital Management Inc.
Vanguard Group Inc., The
Vitruvian II Woodford LLC

SCHEDULE 1(e)

Bankruptcy Judges

Isgur, Marvin
Jones, David R.

SCHEDULE 1(f)

Bankruptcy Professionals

Chilmark Partners LLC
Dacarba LLC
Houlihan Lokey Inc.
Katten Muchin Rosenman LLP
Latham & Watkins LLP
M-III Partners LP
Opportune LLP
Paul Weiss Rifkind Wharton & Garrison LLP
Perella Weinberg Partners LP
Tudor Pickering Holt & Co. LLC
Wachtell Lipton Rosen & Katz LLP

SCHEDULE 1(g)

Banks/Lender/UCC Lien Parties/Administrative Agents

ABN Amro Capital USA LLC
AllianceBernstein Holding LP
Amegy Bank NA
Associated Bank
Bank of Nova Scotia, The
Barclays Bank plc
BlackRock Inc.
BOK Financial Corp.
BOKF NA
Canadian Imperial Bank of Commerce (New York)
Commonwealth Bank of Australia
Compass Bank
Credit Suisse AG Cayman Islands Branch
Fifth Third Bank
Iberiabank Corp.
JPMorgan Chase & Co.
JPMorgan Chase Bank NA
Keybank NA
LS Power Development LLC
MacKay Shields LLC
Morgan Stanley Senior Funding Inc.
Nomura Holdings Inc.
PNC Bank
RHDK Oil & Gas LLC
Silver Point Capital LP
U.S. Bank NA
WebBank Inc.
Wells Fargo & Co.
Whitebox Advisors LLC
Zions BanCorp

SCHEDULE 1(h)

Bondholders - Indenture Trustee

Allianz SE
California, State of
Credit Agricole Group
Federated Hermes Inc.
First Pacific Co. Ltd.
Invesco Ltd.
New York Life Group
UMB Bank NA
Wells Fargo Bank NA

SCHEDULE 1(i)

Contract Counterparties

ANR Pipeline Co.
Columbia Gas Transmission LLC
Columbia Gulf Transmission LLC
DCP Midstream LP
DCP NGL Services LLC
Dominion Transmission Inc.
East Ohio Gas Co., The
Enable Gas Transmission LLC
Enable Gathering & Processing LLC
Enable Oklahoma Intrastate Transmission LLC
Markwest Utica EMG LLC
Midship Pipeline Co. LLC
Natural Gas Pipeline Co. of America LLC
Ohio Condensate Co. LLC
Ohio Gathering Co. LLC
Ohio River System LLC
ONEOK Field Services Co. LLC
Rice Olympus Midstream LLC
Rockies Express Pipeline LLC
Rover Pipeline LLC
Strike Force Midstream LLC
Targa Pipeline Mid-Continent LLC
Tennessee Gas Pipeline Co. LLC
Texas Eastern Transmission LP
Texas Gas Transmission LLC
Woodford Express LLC

SCHEDULE 1(j)

Governmental/Regulatory Agencies

Delaware, State of, Secretary of State
Harrison, County of (MS), Treasurer
Louisiana, State of, Department of Revenue
Montana, State of, Department of Revenue
Ohio, State of, Department of Natural Resources
Ohio, State of, Department of Taxation
Ohio, State of, Environmental Protection Agency
Oklahoma, County of (OK), Treasurer
Oklahoma, State of, Department of Environmental Quality
Oklahoma, State of, Tax Commission
United States, Government of the, Department of the Interior, Office of Natural Resources
Revenue
United States, Government of the, Department of the Treasury, Internal Revenue Service
United States, Government of the, Environmental Protection Agency
United States, Government of the, Federal Energy Regulatory Commission
United States, Government of the, Securities and Exchange Commission

SCHEDULE 1(k)

Insurance - PFA/Surety

Affiliated FM Insurance Co.
American International Group Inc.
Argonaut Insurance
AXIS Capital Holdings Ltd.
Beazley Group Ltd.
Everest Re Group Ltd.
Hudson Insurance Group Inc.
Indian Harbor Insurance Co.
Markel Insurance Co.
Markel International Insurance Co. Ltd.
Navigators Insurance Co.
Old Republic Insurance Co.
QBE Insurance Corp.
RLI Insurance Co. Inc.
Sompo Japan Insurance Inc.
Starr Indemnity & Liability Co. Inc.
Steadfast Insurance Co.
Tokio Marine HCC
Travelers Cos. Inc., The
United States Fire Insurance Co.
XL Insurance Co. Ltd.
Zurich Insurance Group

SCHEDULE 1(l)

ISDA/Hedging Parties

ABN Amro Bank NV
Bank of Nova Scotia, The
BOK Financial Corp.
Canadian Imperial Bank of Commerce
Fifth Third Bank
JPMorgan Chase & Co.
KeyBank NA
Morgan Stanley
PNC Bank
Wells Fargo & Co.

SCHEDULE 1(m)

Landlords

Regus Management Group LLC
Tolman Properties LLC

SCHEDULE 1(n)

Litigation

1803 Resources LLC
 Badeaux, Brad
 Baker, Penina
 Bliss, Gretchen Driskill
 Briehn, Clay Phillip
 Butler, Brent
 Butler, Doreen
 Byler, Christine E.
 Byler, Marie A.
 Byler, Menno A.
 Byler, Menno M., Jr.
 Cameron, Parish of (LA)
 Carter, Sam L.
 Central Environmental Services LLC
 Christman, Todd
 Clark, Candi J.
 Claugus Family Farm
 Crum, Gary D.
 DLS Partners LLC
 Driskill Willis, Paula
 Driskill, Charley F.
 Emet Lending LLC
 Emrick, Janice K.
 Environmental Protection Agency
 Ezzell, Willard B.
 Feiock, Cheryl
 Feiock, Ryan
 FIG 2013 Drilling & Acquisition Fund GP
 Forgey Eues, Charlie Ann
 Forgey, Charles
 Geoffroy, Dalton
 Hatch, Heidi Briehn
 Haught, Stephani J.
 Haught, William J.
 Highman, Daryl
 Highman, Gregory
 Highman, Jackie
 Highman, Melody
 Highman, Nina
 Highman, Paul
 Highman, Rebecca
 Highman, Roger

Highman, Roy
 Highman, Susan
 J&R Passmore LLC
 JES Transport LLC
 Johnson, Byron
 Jones, Christopher
 Landry, Lionel Charles
 Lefort, Bryon
 Louisiana, State of
 Louisiana, State of, Attorney General
 Louisiana, State of, Department of Natural Resources
 Louisiana, State of, Department of Wildlife & Fisheries
 Louisiana, State of, District Attorney for the 15th District
 Louisiana, State of, District Attorney for the 15th Judicial District
 Mahaffee, Anna M.
 Mainwright Holdings LLC
 Mammoth Energy Services Inc.
 Marquette ORRI Holdings LLC
 MidFirst Bank
 Muskie Proppant LLC
 Neuhart, Charles R.
 Neuhart, Velma J.
 Norris, Ray
 Ohio Public Works Commission
 Ohio River Collieries Co.
 Ohio, State of, Department of Taxation
 Ohio, State of, Department of Taxation, Audit Division
 Oklahoma, State of, Department of Environmental Quality
 Ortis, Heather Briehn
 Pigeon Land Co. Inc.
 Profit Energy Co.
 Ralph W. Talmage Trust
 Randall, Aaron
 S&C Oil and Gas LLC
 Sabre Energy Corp.
 Saydee Resources LLC

Schuster, Bruce
Schuster, Jennifer
Scuderi, Thomas
Shaer, Mohammad
Shaw, Thomas
Shugert Family Investments
Siltstone Resources LLC
Stouffer, Ronald
Stutes, Keith
Tera II LLC
Tera III Honza LLC
Tera IV LLC
Tera LLC
Tera Watson LLC
Thoroughbred Ventures LLC
United States, Government of the, Securities
& Exchange Commission
Wagner, Kelsie
Waldie, James
Waldie, Mary Lou
Wiseman, Mary
WMS Heating & Air Conditioning LLC
Woodley, Robert F.

SCHEDULE 1(o)

Ordinary Course Professionals

Bailey Cavalieri LLC
Baker & Hostetler LLP
Baker Botts LLP
Bracewell LLP
Bricker & Eckler LLP
Crowe & Dunlevy
Ernst & Young LLP
GableGotwals
Glast Phillips & Murray PC
Grant Thornton LLP
Hartzog Conger Cason & Neville LLP
J. Jacob Reeves PLLC
KPMG LLP
McAfee & Taft
Morris James LLP
Morris Nichols Arsht & Tunnell LLP
NeunerPate Attorneys at Law
Ogletree Deakins Nash Smoak Stewart PC
PricewaterhouseCoopers LLP
Squire Patton Boggs (US) LLP
Title Law Group, The
Vorys Sater Seymour and Pease LLP
Winstead PC

SCHEDULE 1(p)

Potential Litigants

Cheniere Energy
Midship Pipeline Co. LLC

SCHEDULE 1(q)

Royalty Disputes

Appalachia Minerals LLC
Bailey, Earl
Bailey, Judy
Barack, Lana J.
Barack, Roger
Behmer, Gregory
Brown, Roger
Cecil, Jeremy
Chesapeake Production Co.
Geodyne Resources Inc.
Green, Carolyn
Greene, Gary
Kerr, Andrea M.
Kerr, Daniel K.
Keystone Buckeye Energy Holdings LLC
Kosmos Jtwros, Cynthia T.
Kosmos, James J.
Potts, Ray H.
Randall, Raymond
Regas, Phillip G.
Santa Fe Natural Resources
Starr, David
Starr, Trudy
Stephenson, Robert L.
Triple B Trucking
Visnic, Jacqueline L.
Visnic, Jeffery L.
Wallace, Thomas
Ward, Daryl W.
Ward, Susan D.
Young, Denise
Young, Keith

SCHEDULE 1(r)

Taxing Authorities

Colorado, State of
Delaware, State of, Secretary of State
Louisiana, State of, Department of Revenue
Montana, State of, Department of Revenue
North Dakota, State of
Ohio, State of, Department of Taxation
Oklahoma, County of (OK), Treasurer
Oklahoma, State of
Oklahoma, State of, Tax Commission
Pennsylvania, Commonwealth of
United States, Government of the, Department of the Treasury, Internal Revenue Service
West Virginia, State of
Wisconsin, State of

SCHEDULE 1(s)

Top 30 Creditors

AES Drilling Fluids LLC
Akin Gump Strauss Hauer & Feld LLP
Alliant Insurance Services Houston LLC
Approved Site Services LLC
Axis Pressure Control Services LLC
B&L Pipeco Services Inc.
Belmont, County of (OH), Treasurer
Bison Water Midstream III LLC
Cameron International Corp.
EQT Production Co.
Equitrans Water Services (OH) LLC
Express Energy Services Operating LP
Force Inc.
Great Lakes Wellhead Inc.
Heckmann Water Resources Corp.
J&A Service LLC
Jones Walker LLP
Knight Oil Tools Inc.
Monroe, County of (OH), Treasurer
NexTier Completion Solutions Inc.
Pioneer Drilling Services Ltd.
Roc Service Co. LLC
Rusco Operating LLC
RWLS LLC
SB Directional Services LLC
Sidley Austin LLP
Traco Production Services Inc.
Universal Pressure Pumping Inc.
Valence Drilling Fluids LLC
Westerman Inc.

SCHEDULE 1(t)

U.S. Trustee Personnel

Boykin, Jacqueline
Duran, Hector
Griffin, Barbara
Hobbs, Henry
Johnson-Davis, Luci
Livingstone, Diane
March, Christine
Motton, Linda
Otto, Glenn
Schmidt, Patricia
Simmons, Christy
Smith, Gwen
Statham, Stephen
Waxton, Clarissa

SCHEDULE 1(u)

Vendors

Advantage Oilfield Service LLC	FQ Energy Services LLC
AG & Oil Field LLC	Fuse3 Solutions LLC
Ally Consulting LLC	Gas Field Services LLC
Anchor Drilling Fluids USA Inc.	GPB E&P (OH) LLC
ANR Pipeline Co.	Grady Rentals LLC
Aon Risk Services Southwest Inc.	Gravity Oilfield Services LLC
ARM Energy Management LLC	Great Plains Oilfield Rental LLC
Armada E&P OH LLC	H&M Energy Services LLC
Around the Curve LLC	Halliburton Energy Services Inc.
Atlantic Recovery Services Inc.	Helmerich & Payne International Drilling
Axis Pressure Control Services LLC	Co.
B&B Oilfield Services LLC	Heritage Cooperative Inc.
B&L Pipeco Services Inc.	Hillsdale Construction & Excavating Co.
Baker Hughes Oilfield Operations Inc.	Inc.
Beitzel Corp.	Hull & Associates LLC
Belmont, County of (OH), Treasurer	Hybrid Tool Solutions LLC
Cactus Wellhead LLC	IHS Global Inc.
Cameron International Corp.	Interbank
Camino Natural Resources LLC	Iron Horse Tools LLC
Casillas Operating LLC	J Aron & Co. LLC
Chemoil Corp.	KATKO Ltd.
CIMA Energy LP	Katten Muchin Rosenman LLP
Continental Resources Inc.	Kayden Industries USA Inc.
CPG OpCo LP	Keystone Clearwater Solutions LLC
Crozier Welding LLC	Kimble Co. Inc.
CTAP LLC	Kirkland & Ellis LLP
Cyclone Drilling Fluids LLC	KLX Energy Services LLC
D.F. King & Co. Inc.	Leam Drilling Services LLC
Dominion Energy Transmission Inc.	Littlefield Oil Co.
East Ohio Gas Co., The	Marathon Oil Corp.
ECM Energy Services Inc.	Markwest Utica EMG LLC
Enable Gas Transmission LLC	McDonald Land Services LLC
Enable Oklahoma Intrastate Transmission	Mid-East Truck & Tractor Services Inc.
LLC	Midship Pipeline Co. LLC
Energy Tubulars Inc.	Mountaineer Specialty LLC
EQT Energy LLC	Muskie Proppant LLC
EQT Production Co.	MWM Site Solutions LLC
Equinor Natural Gas LLC	National Oilwell DHT LP
Equisolve Inc.	National Oilwell Varco LP
Equitrans Water Services (OH) LLC	Newpark Drilling Fluids LLC
Force Inc.	Newpark Mats and Integrated Svcs LLC
Fortis Energy Services Inc.	NexTier Completion Solutions Inc.

Nine Downhole Technologies LLC
Nine Energy Services Inc.
Ohio Gathering Co. LLC
Ohio River System LLC
Ohio, State of, Department of Taxation
Oil Haulers LLC
Oilfield Chemical Solutions LLC
Ovintiv Exploration Inc.
Patterson-UTI Drilling Co. LLC
Platinum Fluid Solutions LLC
Producers Service Corp.
Producers Supply Co. Inc.
R&J Trucking Co. Inc.
Range Resources - Appalachia LLC
RS Energy Group Inc.
Rwdy Inc.
SCOOP Express LLC
Select Energy Services LLC
Shale Testing Solutions LLC
Smith International Inc.
Sprague Energy LLC
Stallion Oilfield Construction Corp.
Stateline Paving LLC
Steptoe & Johnson PLLC
Stingray Energy Services LLC
Stingray Pressure Pumping LLC
Strike Force Midstream LLC
Sun Energy Services LLC
Tennessee Gas Pipeline Co. LLC
Texas Eastern Transmission LP
Thompson Logging & Trucking Inc.
TLR Well Services Inc.
Tony Gosnell Operating LLC
Treadway Consulting Services Inc.
Unitedlex
Universal Pressure Pumping Inc.
Varel International Ind. LP
Venture Pipe & Supply Inc.
Vickers Construction Inc.
Virginia Ohio-West Excavating Co. Inc.
Vorys Sater Seymour and Pease LLP
Warren Drilling Co. Inc.
Weatherford US LP
Westerman Inc.
Workday Inc.
XTO Energy Inc.

Yager Materials Corp.

SCHEDULE 2

Name of Entity Searched	Category	Status
Centerpoint Energy Services Inc.	Vendors	Former Client Affiliate
Charles D. Johnson	Vendors	Active Client
Chemoil Corp	Vendors	Active Client Affiliate
Chevron, Inc.	Vendors	Active Client Affiliate
Children's Hospital Foundation, Inc.	Vendors	Active Client Affiliate
Chilmark Partners	Bankruptcy Professionals	Former Client Affiliate
Christopher G Brown	Vendors	Active Client
Citrix Systems Inc.	Vendors	Former Client Affiliate
Clariant Corporation	Vendors	Former Client Affiliate
Columbia Gas Of Ohio	Vendors	Active Client Affiliate
Comcast Business	Vendors	Active Client Affiliate
Commonwealth Of Pennsylvania	Vendors	Active Client Affiliate
Compass Bank	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
Conoco Phillips Company, Corp.	Vendors	Active Client Affiliate
Continental Resources, Inc.	Vendors	Former Client
Corelogic Spatial Solutions, Inc.	Vendors	Former Client Affiliate
Cox	Vendors	Former Client
Credit Agricole Groupe	Bondholders-Indenture Trustee	Active Client
Credit Suisse AG, Cayman Islands Branch	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
Csc, Corporation Svc Co, Corp.	Vendors	Active Client Affiliate
Ct Corporation	Vendors	Active Client Affiliate
David M. Wood	Directors/Officers	Former Client
DCP Midstream, LP	Contract Counterparties	Active Client
DCP NGL Services, LLC	Vendors	Active Client Affiliate
Deloitte & Touche LLP	Vendors	Former Client Affiliate
Denise R. Johnson	Vendors	Active Client
Department Of Natural Resources	Vendors	Active Client Affiliate
Diana Howard & Richard Howard	Vendors	Active Client Affiliate
Diligent Corp	Vendors	Former Client Affiliate
Directv, LLC.	Vendors	Active Client
Document Solutions Inc.	Vendors	Former Client Affiliate
Donnelley Financial LLC	Vendors	Active Client

Economic Research Institute Inc.	Vendors	Former Client Affiliate
Egencia LLC	Vendors	Former Client Affiliate
Energy Fc LLC	Vendors	Former Client Affiliate
Enventure Global Technology Inc.	Vendors	Former Client Affiliate
Environmental Protection Agency	Litigation	Active Client Affiliate
Ernst & Young LLP	Ordinary Course Professionals; Vendors	Active Client Affiliate
Everest Re	Insurance - PFA/Surety	Former Client Affiliate
Express Energy Svc Operating, LP	Vendors	Active Client Affiliate
Exxonmobil Corp	Vendors	Former Client
Federated Investors	Bondholders-Indenture Trustee	Former Client
Fedex	Vendors	Former Client Affiliate
Fifth Third Bank	Banks/Lender/UCC Lien Parties/Administrative Agents; ISDA/Hedging Parties	Active Client
First Pacific	Bondholders-Indenture Trustee	Active Client Affiliate
Flexera Software Inc.	Vendors	Former Client
Fluid Delivery Solutions, LLC	Vendors	Former Client Affiliate
Force Inc.	Vendors	Active Client Affiliate
Fortis Energy Services Inc.	Vendors	Active Client Affiliate
Frontier Communications	Vendors	Former Client Affiliate
G. Doug Johnson	Directors/Officers	Active Client Affiliate
Gator Marine Invanhoe, Inc.	Debtors	Former Client Affiliate
Gator Marine, Inc.	Debtors	Former Client Affiliate
Geoffroy, Dalton	Litigation	Former Client Affiliate
Gfi Securities LLC	Vendors	Active Client Affiliate
Great Plains Oilfield Rental LLC	Vendors	Former Client Affiliate
Grizzly Holdings, Inc.	Debtors	Former Client Affiliate
Grizzly Oil Sands ULC	Non-Debtor Affiliates-JV	Former Client Affiliate
GRUS, LLC	Non-Debtor Affiliates-JV	Former Client Affiliate
Gulf Crossing Pipeline Co LLC	Vendors	Active Client Affiliate
Gulfport Appalachia, LLC	Debtors	Former Client Affiliate
Gulfport Buckeye LLC	Non-Debtor Affiliates-JV	Former Client Affiliate
Gulfport Energy Corporation	Debtors	Former Client Affiliate
Gulfport MidCon LLC	Debtors	Former Client Affiliate
Gulfport Midstream Holdings, LLC	Debtors	Former Client Affiliate
Gwen Smith	U.S. Trustee Office	Active Client
Gyrodatta Inc.	Vendors	Former Client Affiliate

Halliburton Energy Services Inc.	Vendors	Former Client
Hess Bakken Investments Ii, LLC-Jv	Vendors	Former Client Affiliate
Hess Ohio Development LLC	Vendors	Former Client Affiliate
Houlihan Lokey, Inc.	Bankruptcy Professionals	Active Client Affiliate
Iberiabank	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client Affiliate
Ice Us Otc Commodity Markets LLC	Vendors	Former Client Affiliate
Icon Acquisition LLC	Vendors	Former Client Affiliate
Indian Harbor Insurance Company	Insurance - PFA/Surety	Active Client Affiliate
Interbank	Banks/Lender/UCC Lien Parties/Administrative Agents; Vendors	Active Client Affiliate
International Paint LLC	Vendors	Former Client Affiliate
Interstate Batteries Of Western Ok, LLC.	Vendors	Active Client Affiliate
Invesco	Bondholders-Indenture Trustee	Former Client
J Aron & Company LLC	Vendors	Active Client Affiliate
Jaguar Resources LLC	Debtors	Former Client Affiliate
John A Ward	Vendors	Active Client
John T. Mitchell	Vendors	Active Client
Journal Record Publishing Co	Vendors	Active Client Affiliate
JP Morgan	ISDA/Hedging Parties; Banks/Lender/UCC Lien Parties/Administrative Agents; Vendors	Active Client
Kenneth O Miller Jr	Vendors	Active Client
Keybank National Association	ISDA/Hedging Parties; Banks/Lender/UCC Lien Parties/Administrative Agents; Vendors	Active Client
Kirkland & Ellis LLP	Bankruptcy Professionals; Vendors	Active Client Affiliate
Landmark Graphics Corporation	Vendors	Former Client Affiliate
Lexisnexis Risk Data Mgmt., Inc.	Vendors	Active Client Affiliate
Linkedin Corp	Vendors	Active Client Affiliate
Longnecker & Associates, Inc.	Vendors	Former Client Affiliate
Lufkin Industries LLC	Vendors	Active Client Affiliate
Lynn Pinker Cox & Hurst LLP	Vendors	Former Client
MacKay Shields LLC	Banks/Lender/UCC Lien Parties/Administrative	Active Client

	Agents; Bondholders- Indenture Trustee	
Mammoth Energy Services, Inc.	Non-Debtor Affiliates-JV	Former Client Affiliate
Marathon Oil Company	Vendors	Active Client Affiliate
Markwest Energy Operating LLC	Vendors	Former Client Affiliate
Markwest Hydrocarbon, LLC	Vendors	Former Client Affiliate
Markwest Utica Emg LLC	Vendors	Former Client Affiliate
Marquis Jet Partners, Inc.	Vendors	Former Client Affiliate
Mci #08681346437	Vendors	Active Client Affiliate
Medexpress Urgent Care, Inc West Virginia	Vendors	Active Client Affiliate
Mediant Communications Inc	Vendors	Former Client Affiliate
Mercer System Services LLC	Vendors	Active Client Affiliate
Microsoft Corporation	Vendors	Active Client
Morgan Stanley	ISDA/Hedging Parties	Active Client
Morgan Stanley Capital Group Inc	Vendors	Active Client Affiliate
Morgan Stanley Senior Funding, Inc	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
Moses, RJ	Directors/Officers	Former Client Affiliate
Mule Sky LLC	Debtors	Former Client Affiliate
Murray Pest Control LLC	Vendors	Former Client Affiliate
Nabors Drilling Technologies, Inc.	Vendors	Active Client Affiliate
Nalco Company, LLC.	Vendors	Active Client Affiliate
Nasdaq Corporate Solutions LLC	Vendors	Active Client Affiliate
National Kidney Foundation Inc	Vendors	Active Client Affiliate
Natural Gas Pipeline Co Of America LLC	Vendors	Former Client Affiliate
Navigators Insurance	Insurance - PFA/Surety	Active Client
Netjets Aviation, Inc.	Vendors	Former Client Affiliate
New York Life Group	Bondholders-Indenture Trustee	Active Client
Nine Energy Services, Inc	Vendors	Active Client
Nomura Holdings	Banks/Lender/UCC Lien Parties/Administrative Agents; Bondholders- Indenture Trustee	Active Client
Norfolk Southern Railway Co.	Vendors	Active Client
Nyse Market Inc	Vendors	Former Client Affiliate
Ohio Condensate Company LLC	Vendors; Contract Counterparties	Active Client Affiliate

Ohio Department of Taxation	Governmental/Regulatory Agencies; Litigation	Active Client Affiliate
Ohio Dept Of Natural Resources	Vendors	Active Client Affiliate
Ohio Environmental Protection Agency	Governmental/Regulatory Agencies	Active Client Affiliate
Ohio Gathering Company LLC	Vendors	Active Client Affiliate
Old Republic Insurance Co.	Insurance - PFA/Surety	Active Client Affiliate
Ohio River System, LLC	Contract Counterparties; Vendors	Active Client
Opportune LLP	Bankruptcy Professionals; Ordinary Course Professionals; Vendors	Former Client
Otis Elevator Company, Corp.	Vendors	Former Client Affiliate
Pangaea Inc	Vendors	Former Client Affiliate
Pason Systems Usa Corp.	Vendors	Active Client Affiliate
Patterson-Uti Drilling Company, LLC	Vendors	Former Client
Pcs Ferguson Inc	Vendors	Active Client Affiliate
Pioneer Drilling Services LTD	Vendors	Active Client Affiliate
Pjt Partners LP	Vendors	Active Client Affiliate
PNC Bank	Banks/Lender/UCC Lien Parties/Administrative Agents; ISDA/Hedging Parties	Active Client
Pricewaterhousecoopers LLP	Ordinary Course Professionals	Former Client
Professional Basketball Club LLC	Vendors	Former Client
Puma Resources, Inc.	Debtors	Former Client Affiliate
Rackspace Us Inc	Vendors	Former Client
Redzone Coil Tubing LLC	Vendors	Active Client Affiliate
Revenew International, LLC	Vendors	Active Client Affiliate
Rexel Usa, Inc.	Vendors	Former Client Affiliate
Rice Drilling D LLC	Vendors	Former Client Affiliate
Richard W Williams	Vendors	Former Client
RLI Insurance Co	Insurance - PFA/Surety	Active Client Affiliate
Robert A. Jones	Vendors	Former Client Affiliate
Rover Pipeline, LLC	Contract Counterparties; Vendors	Active Client
Russ Phillips	Vendors	Active Client Affiliate
S&P Global Market Intelligence Corp	Vendors	Active Client Affiliate
S&P Global Platts	Vendors	Active Client Affiliate
Sam'S Club Credit, Corp.	Vendors	Active Client Affiliate
Securities and Exchange Commission	Litigation	Former Client Affiliate

Sheridan Production Co LLC	Vendors	Active Client Affiliate
Sherwin-Williams Co, Corp.	Vendors	Former Client Affiliate
Sidley Austin LLP	Ordinary Course Professionals; Vendors	Active Client
Silver Creek Svc C/O Corporate Billing, LLC	Vendors	Active Client Affiliate
Silver Point Capital, L.P.	Banks/Lender/UCC Lien Parties/Administrative Agents; Bondholders - Indenture Trustee	Active Client
Silverback Energy LLC	Non-Debtor Affiliates-JV	Former Client Affiliate
Solarwinds	Vendors	Former Client
Sprague Energy LLC	Vendors	Former Client Affiliate
Standard Insurance Company	Vendors	Former Client Affiliate
State of California	Bondholders-Indenture Trustee	Active Client Affiliate
Steadfast Insurance Co	Insurance - PFA/Surety	Former Client Affiliate
Steven Johnson	Vendors	Active Client
Tatex Thailand II, LLC	Non-Debtor Affiliates-JV	Former Client Affiliate
Tennessee Gas Pipeline Company, LLC	Contract Counterparties; Vendors	Former Client Affiliate
Texas East Transmission, LP	Contract Counterparties; Vendors	Active Client Affiliate
Texas Gas Transmission, LLC	Contract Counterparties; Vendors	Active Client Affiliate
Nasdaq Stock Market, LLC	Vendors	Active Client Affiliate
Prudential Insurance Company Of America, The	Vendors	Former Client
Travelers Companies, The	Insurance - PFA/Surety	Active Client
Vanguard Group, Inc., The	5% or More Equity Holders	Active Client
Tibco Software Inc.	Vendors	Active Client Affiliate
Tokio Marine HCC	Insurance - PFA/Surety	Active Client
Total E&P Usa, Inc.	Vendors	Active Client
Total Safety U.S., Inc.	Vendors	Active Client Affiliate
Transtar Corp	Vendors	Active Client Affiliate
Treasurer, State Of Ohio	Vendors	Active Client Affiliate
U.S. Bank National Association	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
U.S. Securities and Exchange Commission	Litigation	Former Client Affiliate
Ubs Financials Services Inc	Vendors	Active Client

Umr, Inc	Vendors	Active Client Affiliate
United Rentals, Inc.	Vendors	Active Client Affiliate
United States Department of Justice	Vendors	Former Client
United States Department of Treasury	Vendors	Active Client Affiliate
Universal Pressure Pumping, Inc	Vendors	Former Client Affiliate
Usa Compression Partners, LLC	Vendors	Former Client Affiliate
Verizon	Vendors	Former Client
Verizon Wireless	Vendors	Former Client
Vertiv Corporation	Vendors	Former Client Affiliate
Vinson Process Controls Co, LP	Vendors	Active Client
Wachtell, Lipton, Rosen & Katz	Bankruptcy Professionals	Active Client
Wallace , Thomas	Royalty Disputes	Former Client Affiliate
Waste Connections Of Oklahoma	Vendors	Active Client Affiliate
Waste Management Of Ohio, Inc.	Vendors	Former Client Affiliate
Webbank	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
Wells Fargo	ISDA/Hedging Parties; Banks/Lender/UCC Lien Parties/Administrative Agents; Bondholders - Indenture Trustee; Vendors	Active Client
Wells Fargo Vendor Financial. Services LLC	Vendors	Active Client Affiliate
West LLC	Vendors	Active Client
Westhawk Minerals LLC	Debtors	Former Client Affiliate
Wexford Capital, LLC	Non-Debtor Affiliates-JV	Former Client
Whitebox Advisors	Banks/Lender/UCC Lien Parties/Administrative Agents; Bondholders- Indenture Trustee	Former Client
William & Katherine Harper	Vendors	Active Client Affiliate
Windsor Midstream LLC	Non-Debtor Affiliates-JV	Former Client Affiliate
Windstream Communications Inc.	Vendors	Active Client Affiliate
Winston & Strawn LLP	Vendors	Former Client
XL Insurance Co Ltd	Insurance - PFA/Surety	Active Client Affiliate
Xto Energy Inc.	Vendors	Former Client
Zions Bancorporation	Banks/Lender/UCC Lien Parties/Administrative Agents	Active Client
Zurich Insurance Group	Insurance - PFA/Surety	Active Client
Zurich North American	Vendors	Former Client Affiliate

Exhibit C

Kidd Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
GULFPORT ENERGY CORPORATION, et al., ¹	)	Case No. 20-35562 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	

**DECLARATION OF ANDREW C. KIDD IN SUPPORT
OF THE APPLICATION OF DEBTORS GULFPORT
APPALACHIA LLC, GULFPORT MIDCON, LLC, GRIZZLY
HOLDINGS INC., JAGUAR RESOURCES LLC, GATOR MARINE,
INC., GATOR MARINE IVANHOE, INC., WESTHAWK MINERALS
LLC, PUMA RESOURCES, INC., GULFPORT MIDSTREAM HOLDINGS,
LLC, AND MULE SKY LLC, FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KATTEN MUCHIN ROSENMAN
LLP AS SPECIAL COUNSEL PURSUANT TO SECTIONS 327(e), 328(a), AND
1107(b) OF THE BANKRUPTCY CODE EFFECTIVE AS OF NOVEMBER 13, 2020**

I, Andrew C. Kidd, being duly sworn, state the following under penalty of perjury:

1. I am a disinterested director and disinterested manager, as applicable (a “Disinterested Director” and, together with Stefan M. Selig, the “Disinterested Directors”), of the boards of directors or managers, as applicable (the “Boards”), of Gulfport Appalachia, LLC, Gulfport MidCon, LLC, Grizzly Holdings, Inc., Jaguar Resources LLC, Gator Marine, Inc., Gator Marine Ivanhoe, Inc., Westhawk Minerals LLC, Puma Resources, Inc., Gulfport Midstream Holdings, LLC, and Mule Sky LLC (collectively, the “Subsidiaries”), and a member of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Gulfport Energy Corporation (1290); Gator Marine, Inc. (1710); Gator Marine Ivanhoe, Inc. (4897); Grizzly Holdings, Inc. (9108); Gulfport Appalachia, LLC (N/A); Gulfport MidCon, LLC (N/A); Gulfport Midstream Holdings, LLC (N/A); Jaguar Resources LLC (N/A); Mule Sky LLC (6808); Puma Resources, Inc. (6507); and Westhawk Minerals LLC (N/A). The location of the Debtors’ service address is: 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134.

Subsidiary Special Committee.² I am over the age of 18 years and am competent to make this Declaration (the “Declaration”).

2. I submit this Declaration in support of the *Application of Debtors Gulfport Appalachia, LLC, Gulfport MidCon, LLC, Grizzly Holdings, Inc., Jaguar Resources LLC, Gator Marine, Inc., Gator Marine Ivanhoe, Inc., Westhawk Minerals LLC, Puma Resources, Inc., Gulfport Midstream Holdings, LLC, and Mule Sky LLC, for Entry of an Order Authorizing the Employment and Retention of Katten Muchin Rosenman LLP as Special Counsel Pursuant to Sections 327(e), 328(a), and 1107(b) of the Bankruptcy Code Effective as of November 13, 2020* (the “Application”) in connection with the above-referenced chapter 11 cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein

The Subsidiaries’ Selection of Independent Counsel

3. Effective as of September 18, 2020, Katten Muchin Rosenman LLP (“Katten”) and the Subsidiaries executed an engagement letter (the “Engagement Letter”) regarding the retention of Katten as independent counsel acting on behalf of and at the sole direction of the Disinterested Directors. Stefan M. Selig and I agreed to the retention of Katten as counsel on the terms of the Engagement Letter.

4. By the Application, the Subsidiaries seek authority to continue the engagement of Katten as independent counsel acting on behalf of and at the sole direction of the Disinterested Directors. The scope of Katten’s engagement will include providing advice to the Disinterested Directors with respect to the Independent Investigation.

² Capitalized terms used but not defined in this Declaration shall have the meanings given to such terms in the Application.

5. I recognize that when selecting legal counsel in complex chapter 11 cases, a comprehensive review process is necessary to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

6. The Subsidiary Special Committee has determined that the retention of Katten is in the best interest of the Subsidiaries' estates because Katten possesses experience in, among other areas, financial restructuring, litigation, corporate governance, corporate finance, and independent investigations in the context of chapter 11 cases. Since its engagement on September 18, 2020, Katten has been assisting the Subsidiary Special Committee in conducting the Independent Investigation and has already completed a substantial amount of work in connection with the Independent Investigation. Katten has become familiar with the Debtors and various aspects of their financial affairs and reorganization. For these reasons, I believe that Katten is both well qualified and uniquely able to provide the specialized legal advice sought by the Subsidiary Special Committee going forward in an efficient and effective manner.

Rate Structure

7. I have confirmed with Katten that its hourly billing rates vary from attorney to attorney based on such factors as the attorney's seniority and position with Katten (*e.g.*, partner, associate), years of experience, and the demand for services in the attorney's particular area of expertise. Katten has informed the Subsidiary Special Committee that its hourly billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement, and that the rates Katten charged the Subsidiaries in the prepetition period for restructuring services are the same as the rates Katten will charge the Subsidiaries in the post-petition period.

8. I have approved Katten's proposed hourly rates as set forth in the Application. Katten has informed me that its hourly rates are subject to periodic adjustments on January 1 of each year and I have consented to such ordinary course rate increases. Katten shall file a supplemental declaration with this Court and give not less than ten business days' notice to the Debtors, the U.S. Trustee, and counsel to the Committee prior to any increases in the rates set forth in the Application. The supplemental declaration shall explain the basis for the requested rate increases in accordance with Bankruptcy Code Section 330 and state whether I have consented to the rate increase.

Cost Supervision

9. The Subsidiary Special Committee and Katten have been developing a prospective budget and staffing plan to comply with the U.S. Trustee's requests for information and additional disclosures and any other orders of the Court for the period from November 13, 2020 to February 13, 2020, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen circumstances that will need to be addressed by the Subsidiary Special Committee and Katten. The Subsidiary Special Committee further recognizes that it is responsible to monitor closely the billing practices of Katten to ensure the fees and expenses paid by the Subsidiaries' estates remain consistent with the Subsidiaries' expectations and the exigencies of the chapter 11 cases. The Subsidiary Special Committee will continue to review the invoices that Katten regularly submits, and, together with Katten, amend the budget and staffing plans periodically, as the case develops.

10. As it did prior to the Petition Date, the Subsidiary Special Committee will continue to bring discipline, predictability, client involvement, and accountability to Katten's fees and expenses reimbursement process. While every chapter 11 case is unique, Katten's budgets will provide guidance on the periods of time involved, the level of the attorneys and professionals that

will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: December 11, 2020
Houston, Texas

/s/ Andrew C. Kidd
Andrew C. Kidd
Disinterested Director and Disinterested
Manager, as Applicable
Member of the Subsidiary Special Committee

Gator Marine Ivanhoe, Inc.
Gator Marine, Inc.
Grizzly Holdings, Inc.
Gulfport Appalachia, LLC
Gulfport MidCon, LLC
Gulfport Midstream Holdings, LLC
Jaguar Resources LLC
Mule Sky LLC
Puma Resources, Inc.
Westhawk Minerals LLC